

-----Original Message-----

From: Clauson, Karen L.
Sent: Monday, August 11, 2003 5:54 PM
To: 'Jodi Smith'
Cc: Oxley, J. Jeffery
Subject: FW: AZ 271 comments/DS1 capable loop issue/CABs

Jodi:

I got your voice mail. Jeff Oxley and I would be happy to talk with you. Is there a time that would be most convenient for you? (Would 11:30 CST/12:30 eastern work?) As background, copied below are the comments Eschelon filed recently in AZ on the Staff's non-OSS report. (With respect to the OSS issues, Qwest has finally finalized OP-5, but PO-20 has a long ways to go.)

As you may know, other CLECs have also filed comments about the DS1 capable loop problem that is discussed in our AZ 271 comments. In June, 2003 (and since then), Eschelon and other CLECs noticed a jump in the number of jeopardy notices for DS1 capable loops on the grounds of "service inquiry" for lack of qualified facilities (*i.e.*, held orders) in Arizona and other states. Eschelon and other CLECs asked Qwest about the cause of this increase. Qwest has provided conflicting information, but has said generally that the increase in jeopardy notices relates to a recent unilateral decision by Qwest to interpret "special construction" in a new manner (different from how Qwest described it to the FCC previously). In paragraph 164 of the FCC's 9-state Qwest 271 Order (12/20/02), the FCC said: "The record shows that Qwest attempts to locate compatible facilities for competing LECs" and "performs incremental facility work to make UNEs available." In contrast, Qwest is now claiming that such activities (including loop conditioning) are "special construction," so that orders are halted until a lengthy, complicated request process, with high charges, is completed.

In a recent CMP notice, Qwest states that, in response to CLEC objections, it may temporarily "suspend" some changes pending further discussion (though it can still implement them unilaterally later). (If Qwest just pushes the change out until after it gets 271 approval, CLECs will still be faced with this problem, but Qwest will be in the interLATA market in AZ.) In the CMP notice Qwest states that -- even if it suspends some changes -- it will still require use of the special construction process in the meantime in some instance. For example, Qwest will require use of the special construction process for removal of 4 or more load coils in the meantime. (It appears that Qwest may be suggesting that 3 or fewer load coils is under 18,000 feet, and 4 or more is over 18,000 feet.) In the Arizona June 12, 2002 cost case order, the Commission states: "Staff witness Dunkel agreed with Sprint that Qwest's proposed conditioning charges are excessive. Mr. Dunkel stated that it is not efficient for Qwest to send a person out to unload a single loop at a time. Mr. Dunkel proposed a rate of \$40 per loop to remove load coils or bridge taps under 18,000 feet; \$70 per location for aerial and buried loops over 18,000 feet; and \$400 per location for underground loops. For loops over 18,000 feet, Mr. Dunkel would also impose a \$2 charge for each additional coil or tap at the same time, location, and cable (Staff Ex. 30, at 51-52; Sched. WD-8). . . . We believe Staff's proposal fairly recognizes the costs incurred by Qwest and we, therefore, adopt Staff's

position on this issue."

This shows the AZ commission established rates for conditioning for both loops under 18,000 feet and loops over 18,000 feet. Therefore, Qwest's attempt to say that removing load coils for 3 or fewer load coils (in the long term) and 4 or more load coils (even in the short term) is "special construction" is contrary to the AZ cost case order. The cost case order set an NRC charge; it did not say special construction charges/ICB rates apply.

If you haven't already done so, you may want to talk with MTI about the DS1 issue. MTI also filed comments on the DS1 issue in AZ (and discussed how what Qwest is saying now is different from what it said to the FCC). I'll forward that information separately.

Also copied below is a complaint that Eschelon has filed in federal court relating to missing records/access charges in AZ and other states. This remains a problem.

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ESCHELON TELECOM OF WASHINGTON, INC.; ESCHELON TELECOM OF ARIZONA, INC.; ESCHELON TELECOM OF COLORADO, INC.; ESCHELON TELECOM OF MINNESOTA, INC.; ESCHELON TELECOM OF OREGON, INC.; and ESCHELON TELECOM OF UTAH, INC.,)	No. C03-1296R
)	
)	COMPLAINT
)	
)	
)	
Plaintiffs,)	
)	
vs.)	
)	
QWEST CORPORATION,)	
)	
Defendant.)	

JURISDICTION AND VENUE

1. This Court has jurisdiction under 28 U.S.C. § 1332. The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs and is between citizens of different states. Eschelon Telecom of Washington, Inc., is incorporated in Minnesota and has its principal place of business in Minnesota. Eschelon Telecom of Arizona, Inc., is incorporated in Minnesota and has its principal place of business in Minnesota. Eschelon Telecom of Colorado, Inc., is incorporated in Minnesota and has its principal place of business in Minnesota. Eschelon Telecom of Minnesota, Inc., is incorporated in Minnesota and has its principal place of business in Minnesota. Eschelon Telecom of Oregon, Inc., is incorporated in Minnesota and has its principal place of business in Minnesota. Eschelon Telecom of Utah, Inc., is incorporated in Minnesota and has its principal place of business in Minnesota. Qwest Corporation (“Qwest”) is incorporated in Delaware and has its principal place of business in Colorado.

2. This Court also has jurisdiction under 28 U.S.C. § 1331. The claims stated herein arise under the laws of the United States, specifically, the Telecommunications Act of 1996, codified in various sections commencing at 47 U.S.C. § 151, *et seq.*

3. The Western District of Washington at Seattle is the proper venue under 28 U.S.C. § 1391. A substantial part of the events or omissions giving rise to the claim occurred in King County, and Qwest is subject to personal jurisdiction in King County.

PARTIES

4. Plaintiffs (collectively, “Eschelon”) are competitive local exchange carriers (“CLECs”) that

provide local exchange telephone service. Eschelon serves markets in Qwest's territory in Seattle-Tacoma, Washington; Phoenix, Arizona; Denver-Boulder, Colorado; Minneapolis-St. Paul, Minnesota; Portland-Salem-Eugene, Oregon; and Salt Lake City, Utah. Eschelon is the successor to American Telephone Technology, Inc., Electro-Tel, Inc., Cady Telemanagement, Inc., and Advanced Telecommunications, Inc. Eschelon provides local exchange telephone service to customers in two primary ways: through Eschelon's telephone network, and through a telephone network owned by an incumbent local exchange carrier (e.g., Qwest), to which Eschelon has or its predecessors had access pursuant to interconnection agreements as required by 47 U.S.C. §§ 251-252. Eschelon has satisfied all prerequisites necessary to bring this action.

5. Qwest is an incumbant local exchange carrier ("ILEC") that, in pertinent part, provides services, equipment, facilities, and network elements to Eschelon and other CLECs pursuant to interconnection agreements, as required by 47 U.S.C. §§ 251-252. Qwest merged with, and is the successor to, U S West, Inc., the parent company of U S West Communications, Inc. ("U S West"). Qwest is liable for the contracts that U S West entered into with Eschelon or Eschelon's predecessors, as described below.

FACTS

The Parties' Interconnection Agreements

6. In 1999 and 2000, Qwest's and Eschelon's predecessors arbitrated, negotiated or opted into interconnection agreements for every state in which they both do business, namely, Washington, Arizona, Colorado, Minnesota, Oregon, and Utah. These agreements established rates, terms, and conditions for the interconnection of Eschelon's and Qwest's telecommunications networks, as well as for the provision of certain services by Qwest to Eschelon.

7. For Washington, the interconnection agreement is the "Agreement for Local Wireline Network Interconnection and Service Resale" between U S West and American Telephone Technology, Inc. For Arizona, the agreement is the "Agreement for Local Wireline Network Interconnection and Service Resale" between U S West and American Telephone Technology, Inc. For Colorado, the agreement is the "Interconnection Agreement" between U S West and Electro-Tel, Inc. For Minnesota, the agreement is the "Agreement for Local Wireline Network Interconnection and Service Resale" between U S West and Cady Telemanagement, Inc. For Oregon, the agreement is the "Agreement for Local Wireline Network Interconnection and Service Resale" between U S West and American Telephone Technology, Inc. For Utah, the agreement is "Agreement for Local Wireline Network Interconnection and Service Resale" between U S West and Advanced Telecommunications, Inc. The foregoing contracts are collectively referred to herein as the "Interconnection Agreements."

8. On November 15, 2000, Qwest and Eschelon executed an "Interconnection Agreement Amendment Terms" ("Interconnection Agreement Amendment") that amended the terms of the Interconnection Agreements.

Carrier Access Billing System

9. Qwest and Eschelon own and operate digital loop carrier facilities and voice switching facilities in the geographic areas in which they do business. As the incumbent local exchange carrier, Qwest is required by federal law to permit Eschelon and other local exchange carriers to interconnect with Qwest's network. Pursuant to the Interconnection Agreements, as amended, Eschelon leases Qwest's distribution and transport network to link Eschelon's customers to Eschelon's switches in order to provide them with telecommunications services. In addition, Eschelon leases combinations of Qwest's distribution plant and Qwest's switching facilities to serve the portion of Eschelon's customers that are not served by Eschelon's switches.

10. Under federal law, local exchange carriers, such as Eschelon, are to be compensated for the cost of transporting and terminating telephone calls that are originated or terminated from or to their customers by customers of other telecommunications carriers. If a caller in New York calls an Eschelon customer in Washington, for example, Eschelon is entitled to collect an access charge from the caller's long distance carrier. Similarly, if an Eschelon customer in Washington calls someone in New York, Eschelon is also entitled to collect an access charge from its customer's long distance carrier.

11. Qwest is one of several long distance carriers from which Eschelon is entitled to collect access charges. Long distance carriers route calls to, and receive calls from, either designated Qwest end office switches (dedicated end office transport), or from access tandems in every geographic area in which Eschelon conducts business. In order to collect access charges, Eschelon must be able to provide long distance carriers with call records of long distance calls, formatted according to industry standards. These

records are produced by Eschelon's switches in some instances, and by Qwest's access tandem or local switches or end office switches in others.

12. In the industry, the process by which long distance calls generate records – which are used to collect access charges from long distance carriers – is known as the Carrier Access Billing System (“CABS”). Eschelon's switches generate CABS records for long distance calls *originated* by Eschelon's customers who are served by Eschelon's switches (on-net customers). However, Eschelon must rely on Qwest to provide CABS records of long distance calls *received* by customers who are served by Eschelon's switches (on-net customers), as well as for all long distance calls *made or received* by Eschelon's customers who are served by Qwest's switches using unbundled network element combinations (off-net customers).

13. The underlying Interconnection Agreements for each state (*e.g.*, Section 7 of Attachment 7 of the Interconnection Agreement for Minnesota) and Section 3.3 of the Interconnection Agreement Amendment, require Qwest to provide complete and accurate CABS records for Eschelon's on-net and off-net customers on a daily basis so that Eschelon can bill interexchange or other companies for access charges. Therefore, Qwest is obligated to provide Eschelon with complete and accurate CABS records so that Eschelon can collect the access charges it is entitled to from long distance carriers, including Qwest, for long distance calls pursuant to the Interconnection Agreements and federal law.

14. Qwest has provided Eschelon with some CABS records, but Eschelon has discovered that Qwest has not provided all of the CABS records for Eschelon's on-net and off-net customers. In 2001 and 2002, Eschelon engaged third-party telecommunications consultants to audit the completeness and accuracy of the CABS records provided to Eschelon by Qwest. The audits included test calls to Eschelon customers and test calls from Eschelon customers. In addition, Qwest conducted an audit of its CABS records in cooperation with Eschelon. Based upon the most recent audit, Eschelon found that Qwest's CABS records failed to capture approximately 16% of the total call records for which Eschelon would have been entitled to collect access charges. In addition, Eschelon found that Qwest has not provided complete and accurate CABS records for Qwest-carried long distance toll calls that terminated on Eschelon's on-net lines, an omission that financially benefits Qwest to Eschelon's detriment.

15. Qwest is liable for incidental and consequential damages under the Interconnection Agreements for breaches that are repeated or are found to be a pattern of conduct. Qwest has continually failed to provide Eschelon with complete and accurate CABS records, even after Eschelon raised the issue with Qwest. Qwest's failure to provide Eschelon with complete and accurate CABS records deprives Eschelon of substantial compensation to which Eschelon is entitled. As a result, Eschelon has been unable to bill for and collect approximately \$77,500 per month in access charges, for a total of approximately \$1.2 million from March 2002 through May 2003. The Interconnection Agreements (*e.g.*, Section 4 of Part A of the Interconnection Agreement for Minnesota, and Sections 17-18 of Attachment 7) also require Qwest to pay for Eschelon's audit costs. Eschelon has incurred approximately \$288,000 in auditing costs for the most recent CABS auditing projects. Qwest has refused to pay such costs.

Automated Conversion of Eschelon's Resale Customer Base to UNE-E

16. Eschelon has been a wholesale customer of Qwest and its predecessors since 1996. Initially, Eschelon purchased some of Qwest's services under the “Resale” provisions of the Interconnection Agreements. The Interconnection Agreements and federal law also allow Eschelon to provide telecommunications service to its customers through Qwest's unbundled network elements (“UNEs”). UNEs are parts of an ILEC's (*e.g.*, Qwest's) network, such as the loop, switching, and transport functions. Pursuant to 47 U.S.C. § 251(c)(3), ILECs are required to offer UNEs for lease to CLECs. UNEs enable a CLEC to provide telecommunications service to customers who are not served directly by the CLEC's switch and telephone lines.

17. In 2000, Eschelon had a contractual right to convert its base of 49,000 resale lines to a Qwest product known as unbundled network element platform (“UNE-P”), as well as to order UNE-P for new lines. However, Qwest was not prepared to provide Eschelon with the prices, services and quality that Eschelon was entitled to under the UNE-P platform. Instead, Qwest offered to provide the prices, services and quality that Eschelon wanted through a new product (later called UNE-Eschelon or “UNE-E”).

18. During the negotiations regarding UNE-E, Eschelon questioned how Qwest intended to convert Eschelon's 49,000 resale lines to UNE-E without disruption in service or functionality. Qwest responded that it could perform an automated (as opposed to manual) conversion process, but Eschelon would have to pay for Qwest to do so. Eschelon agreed. Pursuant to Paragraph 2.1 of the Interconnection

Agreement Amendment, Qwest promised to convert Eschelon's base of resale customers to the UNE-E platform and release Eschelon from any termination liability in exchange for Eschelon's payment to Qwest of \$10 million. Of the \$10 million, Eschelon paid \$4 million for Qwest to automatically convert Eschelon's resale customers to the UNE-E platform and avoid the service disruptions and errors that a manual conversion would cause.

19. In addition to Qwest's promise to prevent service disruptions during the conversion itself, Qwest promised that the conversion would result in accurate bills, so that the bills would no longer reflect the wholesale discount associated with resale service, and would instead show the UNE-E rates in the Interconnection Agreement Amendment. Thus, Qwest was obligated to provide Eschelon with an automated conversion to a working UNE-E product.

20. Despite Qwest's promises to the contrary, Qwest never converted (automatically or otherwise) Eschelon's resale base to an accurately billed UNE-E product. To date, Eschelon has not obtained any benefit from the \$4 million it paid Qwest.

Commercially Viable DSL Service

21. CLECs typically provide their customers with high-speed Internet access through digital subscriber lines ("DSL"). Under Section 2.2 of the Interconnection Agreement Amendment, Qwest agreed to make DSL service available to Eschelon's customers through the UNE-E platform, beginning November 15, 2000. After the amendment was signed, Eschelon discovered that Qwest did not have a process in place to provide commercially viable DSL service. As a result, Eschelon was not able to offer or provide its customers with Qwest DSL service until August 2001, despite Qwest's commitment to provide Eschelon with DSL service as of November 15, 2000.

22. Given that numerous Eschelon customers had ordered DSL service from Eschelon, and Qwest was unable to fulfill the orders, Eschelon was required to purchase DSL service from another supplier at substantially higher prices. As a result of Qwest's breach, Eschelon's costs to provide its customers with DSL service was approximately \$1.7 million higher than the costs Eschelon would have incurred otherwise.

FIRST CAUSE OF ACTION – BREACH OF CONTRACT (CABS)

23. Eschelon re-alleges the allegations contained above.

24. Qwest contracted with Eschelon and promised, for valuable consideration, to provide complete and accurate CABS records for long distance calls to and from Eschelon's customers for Eschelon's use in billing long distance carriers for access charges. Eschelon performed its obligations in all material respects. Qwest has engaged in a pattern of conduct that has repeatedly breached the contract by failing to provide Eschelon with the data necessary to bill for such calls. As a proximate result, Eschelon has suffered damages (including incidental damages, consequential damages, and audit costs) in an amount to be proven at trial (but no less than \$1.2 million, from March 2002 through May 2003, plus the \$288,000 in unpaid auditing costs that Eschelon incurred to confirm Qwest's breaches).

SECOND CAUSE OF ACTION – BREACH OF CONTRACT (UNE-E)

25. Eschelon re-alleges the allegations contained above.

26. Qwest contracted with Eschelon, and Eschelon paid Qwest consideration of \$4 million, to automatically convert Eschelon's base of 49,000 resale lines to the UNE-E platform without disruption in service or functionality. Eschelon performed its obligations under the contract in all material respects. Qwest has engaged in a pattern of conduct that repeatedly has breached the contract by failing to provide the automated process, failing to convert Eschelon's resale customer base to the UNE-E platform, and failing to accurately bill Eschelon for UNE-E services. As a proximate result, Eschelon has not obtained the benefit of its bargain and has suffered damages (including incidental and consequential damages) in an amount to be proven at trial (but no less than the \$4 million consideration Eschelon paid Qwest to perform the automatic conversion).

THIRD CAUSE OF ACTION – BREACH OF CONTRACT (DSL)

27. Eschelon re-alleges the allegations contained above.

31. Qwest contracted with Eschelon, for valuable consideration, to make DSL service available for Eschelon to sell to its customers. Eschelon performed its obligations in all material respects. Qwest engaged in a pattern of conduct that repeatedly breached the contract by failing to provide the promised service. As a proximate result, Eschelon has suffered damages (including incidental and consequential damages) in an amount to be proven at trial but no less than the \$1.7 million in additional costs that Eschelon has incurred to obtain DSL service from a third party).

PRAYER FOR RELIEF

WHEREFORE, Eschelon prays for the following relief:

1. For actual, incidental, special, and consequential damages (in an amount to be proven at trial, but for purposes of this pleading, no less than \$7,188,000);
2. For prejudgment interest;
3. For all other such relief as the Court deems proper.

DATED this 16th day of June, 2003.

GRAHAM & DUNN PC

By _____

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WSBA# 2272

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Attorneys for Plaintiffs

271 Comments and Reply Comments:

-----Original Message-----

From: Wagner, Kim K.
Sent: Friday, July 25, 2003 4:57 PM
To: acrain@qwest.com; adubuqu@qwest.com; aisar@millerisar.com;
andrea.harris@allegiancetelecom.com; baschneider@z-tel.com;
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thomas.f.dixon@wcom.com; tracigrundon@dwt.com
Cc: Clauson, Karen L.
Subject: AZ Docket T-00000A-97-0238 / Reply Comments

Attached are Eschelon's Reply Comments in this docket.

Some of the documents are TIF files. After opening them, just click the arrow on the tool bar to see the subsequent pages.

Service Letter

July 26, 2003

RE: In the Matter of US West Communications, Inc.'s Compliance With
Section 271 of the Telecommunications Act of 1996
Docket Nos. T-00000A-97-0238

Dear Parties of Record:

Enclosed and served upon you is a copy of Eschelon's Reply Comments Regarding Staff Second Report, with Exhibits E-DD through E-NN in connection with the above-referenced matter.

Sincerely,

Kim K. Wagner
Senior Legal Secretary
Eschelon Telecom, Inc.
612.436.6225

Enclosure

Reply Comments

BEFORE THE ARIZONA CORPORATION COMMISSION

MARC SPITZER

Chairman

JIM IRVIN

Commissioner

WILLIAM A. MUNDELL

Commissioner

JEFF HATCH-MILLER

Commissioner

MIKE GLEASON

Commissioner

IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S COMPLIANCE
WITH SECTION 271 OF THE
TELECOMMUNICATIONS ACT OF 1996

Docket No. T-00000A-97-0238

ESCHELON'S REPLY COMMENTS REGARDING STAFF SECOND REPORT

Pursuant to the Procedural Order dated July 9, 2003 in this matter, Eschelon Telecom, Inc. ("Eschelon") submits these Reply Comments regarding the Final Report and Recommendation on Checklist Items 1 and 2 ("Second Report") arising from the July 30-31, 2002 Workshop ("Workshop") by the Arizona Corporation Commission ("Commission" or "ACC") Utilities Division Staff ("Staff"). Eschelon replies to the Comments of Qwest Corporation's ("Qwest") Regarding Staff's Report and Recommendation on July 30-31 Supplemental Workshop dated July 18, 2003 ("Qwest's Comments").

I. DISCUSSION

A. AIN AND VOICE MAIL WITH UNE-P

Based on the facts presented, Staff agreed with Eschelon's position that certain Advanced Intelligent Network ("AIN") features and voice mail (Voice Messaging Service, or "VMS") should be made available with UNE-P. *See* Second Report, p. 10, ¶¶ 40-42. Qwest has stated that it will comply with the Staff's recommendation to provide those AIN features and voice mail with UNE-P. *See* Qwest's Comments, pp. 4-5 (AIN) and 12-13 (voice mail). As indicated in Eschelon's July 18, 2003 Comments in

this matter (“Eschelon’s Comments,” p. 11), this is an important issue. Staff and the Commission have advanced competition in Arizona with this result.

Two sub-issues remain with respect to the availability of certain AIN features and voice mail with UNE-P: (1) CLEC facing documentation regarding feature availability; and (2) timing of implementation. With respect to the first issue, Eschelon has asked the Commission to require Qwest to post a complete “Features, Products & Services Unavailable with UNE-P Products” (with USOCs and language description) document, as modified to reflect the availability of AIN features and voice mail with UNE-P,¹ in a logical and readily accessible location on Qwest’s web site. Eschelon addressed this issue in its earlier Comments (pp. 11-14) and will not repeat that information here.

With respect to the second issue, the Commission should address the timing of implementation of the availability of AIN features and voice mail with UNE-P. The Staff found that Qwest currently has an obligation to provide AIN features to CLECs and that not to do so would be discriminatory. *See* Second Report, p. 10, ¶¶ 40-42. Staff also found that, because Qwest has committed to provide voice mail with UNE-P in Minnesota, “Qwest should also be required to make this feature available to CLECs in Arizona which desire this feature with UNE-P.” *Id.* p. 10, ¶ 41. Qwest has announced that it will provide voice mail with UNE-P in Minnesota effective today, July 25, 2003. *See* Ex. E-DD² (Qwest CMP notice PCAT_VMSwUNE-P_v1).

The Staff’s recommendations address a current discriminatory situation. In Qwest’s Comments, however, Qwest states that it will provide these features with UNE-P “after” the effective date of the FCC order approving Qwest’s Section 271 application for the state of Arizona. *See* Qwest’s Comments, p. 5 (AIN) & p. 12 (voice mail). Qwest does not commit to any deadline as to how long after the FCC’s Order before it will do so. There is no reason for delay. Qwest is already providing AIN features on a platform basis to some carriers,³ and Qwest it already obligated to provide voice mail with UNE-P in Minnesota as

¹ As indicated in footnote 21 in Eschelon’s Comments: “Although the documentation needs updating, availability of the features themselves need *not* be delayed while that process takes place. When Qwest chose to provide voice mail and AIN features with a platform product in the past, for example, Qwest did not require any CMP process before providing those features.” *See* below.

² Eschelon’s Exhibits E-A through E-CC were filed previously in this matter. Therefore, the Exhibit numbers here begin with E-DD.

³ *See* Second Report, p. 10 ¶¶ 40-41; *see also* Ex. E-EE (Qwest Data Request Response No. 001). In Ex. E-EE, Qwest states that AIN features have been available on a platform basis to McLeod since November of 2000 pursuant to Att. 3.2, Section IV.G of the McLeod Amendment. Eschelon has the identical

of the date of this filing.⁴ Adding the same features in another state would take very little time, particularly if Qwest starts the process promptly.

If the Commission accepts Qwest's modified proposal to provide these features with UNE-P but not until after FCC 271 approval, the Commission should require Qwest to take the steps necessary now to be ready to do so immediately upon the effective date of FCC 271 approval. At least with respect to voice mail, Qwest states that it will require an interconnection agreement ("ICA") amendment to add the feature and that it will use the Change Management Process ("CMP") to notify CLECs of the availability of voice mail with UNE-P. *See* Qwest's Comments, p. 13. Qwest states that it will not even begin to initiate these steps until after FCC 271 approval. *See id.* There is no reason that Qwest cannot take those steps now so that it is prepared to offer these features immediately upon FCC 271 approval.

For the reasons stated in the enclosed Minnesota filing, an ICA amendment is not required between Eschelon and Qwest to obtain voice mail with UNE-P. *See* Ex. E-FF (July 2, 2003 letters with attachments A-C).⁵ Qwest is using the alleged need for an amendment as a delaying tactic. *See id.* Nonetheless, Eschelon will take the path of least resistance and sign an amendment to obtain voice mail with UNE-P as promptly as possible. The content of Qwest's required ICA amendment is known, because Qwest imposed the same requirement in Minnesota. Eschelon has substituted Arizona for Minnesota in that amendment and executed it. *See* Ex. E-GG (voice mail with UNE-P ICA amendment for Arizona, executed by Eschelon). Eschelon asks Qwest to sign the amendment as well. No further delay is necessary for voice mail or AIN features.⁶ If the Commission accepts Qwest's modified proposal to provide certain AIN features and voice mail with UNE-P but not until after FCC 271 approval, the Commission should require Qwest to take the steps necessary now to be ready to do so immediately upon the effective date of FCC 271 approval.

B. SWITCH FEATURES

language in its November 2000 agreement (also Att. 3.2, Section IV.G), but Qwest made Eschelon amend that agreement in July of 2001 to obtain AIN features at retail rates (7-8 months after Qwest made them available to McLeod).

⁴ *See* Ex. E-DD (Qwest CMP notice PCAT_VMSwUNE-P_v1).

⁵ Language similar to that in the Minnesota ICA (*see* Att. A to Ex. E-FF) also appears in the Arizona ICA. *See, e.g.*, Att. 2, ¶1.5; Part A (fourth Whereas clause), Part A, ¶52.

⁶ While Qwest may need to notify CLECs through CMP of the availability of these features, it does not need to delay availability of the features while doing so. *See* Eschelon's Comments, footnote 21, and Ex.

Based on the record in this proceeding, the Staff has made reasonable recommendations regarding documentation and verification of information when Qwest claims that features are unavailable to CLECs because they are not activated or loaded in the switch. *See* Second Report, p. 11, ¶¶ 45-47. Qwest disagrees with these recommendations. *See* Qwest's Comments, pp. 6-8. Qwest's claim that existing processes already address the Staff's recommendations is incorrect. Qwest does not provide the straightforward and readily available vendor information described by Staff. There is no mention of it in Qwest's Special Request Process ("SRP"), and even if that process applies, the SRP imposes unknown and unpredictable individual case basis ("ICB") pricing just to obtain readily available vendor information. With respect to costs that Qwest asserts, there is no process to verify those costs. As recommended by Staff, Qwest should be required to "receive Commission approval of the charges subject to true-up."

C. TRAINING

As indicated in Eschelon's Comments (p. 15), Eschelon supports Staff's recommendation that Qwest take certain steps to ensure its employees are trained in proper processes. *See* Second Report, p. 12, ¶¶ 50-51. Eschelon asked the Commission to adopt this recommendation and, when doing so, clarify that the Staff's reference to CMP is meant to ensure CLEC participation in the survey process (and not just receipt of notice, if any) through CMP. Qwest disagreed with the Staff's recommendation and pointed to its existing survey as evidence that the recommended actions were unnecessary. *See* Qwest's Comments, p. 11. In conducting that survey, Qwest's survey company representatives have called CLEC representatives out of the blue to ask questions that Qwest designed with no CLEC input. When William Markert of Eschelon received such a call in the middle of a busy day, he asked Qwest to provide the questions in writing so that he could consider the questions and give meaningful answers. Qwest's survey company representative said no. A better process is needed.

This is true of Qwest's training generally. It needs improvement. In many instances, when problems occur, Qwest's response is that the problem was caused by a non-compliance issue and that re-training is needed. In the situations discussed during the Workshops, long delays resulted from miscommunications and contradictory information provided by Qwest personnel. *See* Second Report, p. 12, ¶ 50. Better up-front processes are needed to prevent these problems. In particular, a streamlined

E-FF, pp. 2-3. In any event, Qwest could initiate any needed CMP steps now to avoid delay, instead of

process is needed, as recommended by Staff, when these problems occur to avoid the types of delay that occurred in these situations. *See id.* ¶¶ 50-51. The Commission should adopt the Staff’s recommendations.

D. DSL – DISCONNECT IN ERROR

The length of time it takes to restore service when Qwest disconnects a CLEC customer’s DSL service in error is a very important issue. Staff made the following recommendation:

... Staff disagrees with Qwest that there is no need to impose a shorter restore interval for this problem. If Qwest disconnects a DSL service in error, this is the equivalent to a trouble condition. The DSL repair out of service commitment interval, therefore, should be used to restore service. This commitment should be documented in Qwest repair process procedures (Qwest Product Catalog (PCAT)-Maintenance and Repair Overview and Standard Interval Guide).

See Second Report, p. 17, ¶ 72. The Commission should adopt this recommendation.

When Eschelon converts a customer from Qwest to Eschelon, Qwest at times disconnects the customer’s DSL in error. For example, the Customer Service Record (“CSR”) may be inaccurate and show the DSL on the wrong line. Although the error is Qwest’s error, Qwest has said that its policy is to provide the CLEC the lengthy standard interval before Qwest will restore the DSL to the end-user customer.

Therefore, the CLEC’s end-user customers can wait days for their DSL service to be restored, when it never should have been disrupted. For some business customers that rely heavily on DSL service, a disruption in DSL service can be as important or more important than a disruption in voice service. If Qwest disconnects the DSL service of one of its retail customers in error, Qwest retail is unlikely to tell the customer that Qwest’s policy is to make the customer wait for days to restore the customer’s DSL service. Although Qwest states that, despite its policy, it “works with” the CLECs to attempt to restore service earlier, there is no commitment to do so. The Commission should establish an interval for this purpose, as recommended by Staff.

E. MAINTENANCE AND REPAIR – DISCRIMINATION

Staff agreed with Eschelon that the issue it raised with respect to discrimination in providing a statement of time and materials to retail customers but not CLECs was important and needs to be resolved. *See* Second Report, p. 21, ¶ 86. Qwest states in its Comments that “this change request was successfully deployed on June 25, 2003.” *See* Qwest’s Comments, p. 16. That is incorrect. Deployment has not proven successful, and unresolved issues remain. Change Request number SCR070202-1X has not been closed in

waiting until after FCC 271 approval.

CMP.⁷ It remains open and in CLEC Test status.⁸ Qwest had to take back the issues to its system developers because Eschelon was unable to view any notices on the web site Qwest developed for this CR. There was discussion about putting it back in development phase, and that may happen if the issues are not resolved. As recommended by Staff, Qwest should advise the Commission when this process is agreed upon and actually implemented. *See* Second Report, p. 21, ¶ 86.

F. MAINTENANCE AND REPAIR – UNTIMELINESS OF BILLS

Eschelon discussed this issue at pages 18-20 of its Comments. In Qwest's Comments, Qwest states: "In order to meet Qwest's 60-day back billing policy, maintenance and repair charges will not be processed if the date on which the work was completed is 45 days or more in arrears of the process date." *See* Qwest's Comments, p. 16. As shown by the example on page 19 of Eschelon's Comments, however, Qwest claims to Eschelon that it is proper under the same policy to send a bill 75 days after the repair work was completed. The Commission should adopt the Staff's recommendation, with the clarification that the bills will be sent to the CLECs within 45 days of the repair date.

G. LOSS AND COMPLETION REPORTS

Eschelon discussed this issue at pages 17-18 of its Comments. In Qwest's Comments, Qwest states that "the change request associated with this recommendation was successfully deployed on June 25, 2003." It is not the case that all of the issues relating to loss and completion reports were resolved on June 25, 2003. There is still an open action item in CMP. Qwest has said in root cause analysis that it is implementing a change by the end of the month but has provided insufficient information about the change or the reason for the change to analyze this promise.

If Qwest had agreed to re-open the CR relating to timely and accurate loss and completion reports when problems re-surfaced, the CR could be placed in "CLEC test" status. Qwest opened an action item instead, however, and action items do not carry such status designations. Particularly because there have been numerous problems with the loss and completion reports that have extended over a long period of time, the Commission should require Qwest to ensure that it has completed the necessary work by requiring Qwest to perform a test. Qwest should be required to complete a comparison of the losses and completions

⁷ This is a crossover CR. *See also* PC070202-2X.

⁸ The July CMP minutes are not yet posted on Qwest's wholesale web page. When posted, the minutes should reflect this status.

to the reports for resale, UNE-P, and unbundled loop, for a period of at least 30 days, to determine whether the reports are complete and accurate.⁹ The Commission should require Qwest to provide the results of the comparison to the Commission and notify the Commission when the issue is resolved.

H. APPLICATION OF RATES: DS1 CAPABLE LOOPS

As indicated in Eschelon's Comments (pp. 4-11), since June, 2003, CLECs have experienced a jump in the number of jeopardy notices for DS1 capable loops on the grounds of "service inquiry" for lack of qualified facilities (*i.e.*, held orders). The problem has accelerated. At the time of filing Comments last week, Eschelon reported 13 in 25 days in Arizona. In the last week alone, Eschelon has received an additional 10 of these service inquiry jeopardy notices for DS1 capable loops in Arizona.

Since providing the DS1 capable loop information in Eschelon's Comments, Eschelon has obtained additional information about this issue.¹⁰ An inadvertent Eschelon dispatch and an end user customer disclosure have led to discovery of information that shows that, despite Qwest's representations to the contrary, facilities are available at customer premises when Qwest says no facilities are available.¹¹ Both of these examples show that Qwest's claim that facilities are not available for DS1 capable loops so that construction is needed is not valid. Chronologies, with specific details (such as the identification numbers), for these examples are attached as Exhibits E-KK and E-LL.¹² An anti-competitive internal policy shift at Qwest after receiving 271 approval in virtually all of its states, and not a genuine need for construction of facilities, has led to the unjustified increase in number of held orders for DS1 capable loops.

1. Example One: Qwest Claims No Facility Available, But Eschelon Inadvertently Discovers Facility is Installed and Working

⁹ Losses are also on the Completion report. Qwest should find the losses on the Completion report and then determine whether it can find the same losses on the Loss report for the same date. In doing this comparison, if Qwest finds errors, Qwest should perform root cause analysis to determine the cause of the errors and correct them. If Qwest is correct that the issue is resolved and can be closed, the comparison will show that the Loss report is accurate.

¹⁰ Eschelon also encloses emails and CMP notices received from Qwest on this issue as Exhibits E-HH (emails), E-II and E-JJ. Although Qwest has had this information all along, others have not. Other CLECs, such as Covad and Mountain Telecommunications in Arizona and Cbeyond in Colorado, are also experiencing the same problem.

¹¹ Eschelon could not provide these examples in the initial Comments because the information had not yet come to Eschelon's attention. If Qwest objects that it has not had an opportunity to reply, Eschelon has no objection to giving Qwest additional time to reply to the examples Eschelon provides here.

¹² Because of the inadvertent nature of these discoveries, Eschelon cannot predict when or how it will learn of such information. These two examples happened to have occurred in Utah and Washington. The same Qwest policies and processes apply in Arizona as in those states, as shown by the region-wide CRUNEC notices that Qwest is applying throughout its territory. *See* Exs. II-JJ.

In the first example (*see* Ex. E-KK), Eschelon submitted a Local Service Request (“LSR”) on June 5, 2003 and requested a due date of June 16, 2003 to install a DS1 capable loop. On June 6, 2003, Qwest sent Eschelon a confirmation notice (“LSRC” or “FOC”) that confirmed the due date and contained the circuit identification (“ID”) number for the DS1 capable loop to be delivered in response to Eschelon’s order. Between June 11, 2003 and July 22, 2003, Qwest sent several jeopardy notices to Eschelon regarding this order. One of these notices (the second to the last notice) stated that the “Order is released with 7/21/03 recommit date.” Therefore, Eschelon followed its processes to be prepared when the DS1 capable loop was installed on July 21, 2003.

The next day, on July 22, 2003, Qwest sent another jeopardy notice (the most recent one), which stated “Local Facility Defective” and contained no estimated due date.

This time, however, the comments to the notice also stated: “*Service inquiry – no qualified facilities available.*” A “service inquiry” jeopardy notice is a notice to CLECs that facilities are not available (*i.e.*, a held order). Although the order went held, Eschelon had already scheduled a technician dispatch for July 23, 2003 based on the earlier notice. Due to the shortness of time between notices, Eschelon had not stopped its internal process. It had not canceled the dispatch by the Eschelon technician. Therefore, Eschelon dispatched a technician to the customer location on July 23, 2003.

The Eschelon technician found the DS1 capable loop circuit installed and tagged with the circuit ID number at the customer premise. Because the Eschelon technician did not know the order went held, the technician performed routine procedures (test calls, surfing, *etc.*) to ensure the circuit was working for voice and data.

The Eschelon technician followed procedures and called Eschelon to close out the order. Much to the technician’s surprise, the technician was told that, according to Qwest, no facilities were available.

In fact, the very same allegedly non-existing facility had been installed and was working. The Eschelon technician has confirmed that the circuit ID number on the working DS1 capable loop was the very same as that on the LSRC (FOC) provided to Eschelon. *See* Exs. LL-MM (photographs showing NIU and circuit ID at customer demarcation location – “demarc”).¹³ The working DS1 capable loop is the one that Eschelon ordered and Qwest said was not available.

If Eschelon’s technician had not been inadvertently dispatched, Eschelon would have had no way of knowing that a working facility was in place. Qwest did not notify Eschelon of this. Qwest’s position is that, when Qwest says there are no facilities available, Eschelon must follow Qwest’s twice revised no-build construction policy (“CRUNEC”). If Eschelon had done so in this case, Qwest would have required Eschelon to pay a Quote Preparation Fee (“QPF”) (which in Arizona could be approximately \$1,600) and pay for “construction” of facilities to serve this customer. In addition to the high costs, Eschelon would have had to spend months following Qwest’s CRUNEC process steps (*see* Ex. II), if the customer would have waited that long. Meantime, the facility would have been there all along, without Eschelon’s knowledge. If the customer got fed up with the delays, the facility was there for Qwest Retail’s use.

¹³ The circuit ID number begins with “HCFU.” This code is used for DS1 capable loops.

2. Example Two: Qwest Tells End User That Qwest Can Provide Service in Three Days When Eschelon's Order is Held for Lack of Facilities.

In the second example (*see* Ex. E-NN), Eschelon submitted an LSR on July 8, 2003 and requested a due date of July 23, 2003 to install a DS1 capable loop. Qwest sent a confirmation notice that confirmed the due date and contained the circuit ID number for the DS1 capable loop to be delivered in response to Eschelon's order. On July 21, 2003, Qwest sent a jeopardy notice to Eschelon indicating that facilities were not available. The notice stated: "Unavailability or lack of outside plant or buried service wire. Outside plant includes all facilities - wire cable, terminals, carrier, cross connecting devices, etc." and the jeopardy notice contained no estimated due date. The next day, Qwest sent another jeopardy notice.¹⁴ Neither notice provided an estimated due date for installing the DS1 capable loop.

¹⁴ This notice stated: "Unbundled only/RTT Issued." It is unclear what this means.

On July 23, 2003, the end user customer contacted Eschelon. He said that he spoke with an employee in Qwest's Engineering department. The Qwest employee told the end user that there was a T1¹⁵ due today and there should be absolutely no problem putting a T1 at this address. The customer said that Qwest also said that it could hook it up in *three days* if he wanted to *go with Qwest*.

The end user then told Eschelon he was going to check the demarc at his location. The end user found a circuit at the demarc. As with the other example, the circuit ID is the same circuit ID that Qwest provided for the DS1 capable loop on the LSRC (FOC) sent to Eschelon. The DS1 capable loop at the demarc is the one that Eschelon ordered and Qwest said was not available *to Eschelon*. Qwest told the customer, however, that the facility would be available through Qwest Retail within three days. When a CLEC has to tell a customer that there will be an indefinite delay in an order due to lack of facilities, but Qwest Retail can provide those facilities within a few days, the competitive disadvantage is clear. Qwest is using its alleged need for construction to place its competitors at a disadvantage and improperly winback customers.

These examples specifically, and the increase in number of jeopardy notices for service inquiry (no build) for DS1 capable loops generally, raise questions that should be answered before Qwest receives any positive recommendation as to 271 approval.

III. CONCLUSION

The Commission should adopt the recommendations of the Staff in the Second Report with respect to resolution of the impasse issues, with the clarifications discussed here and in Eschelon's Comments. With respect to compliance with 271, several of the items require follow up action. Qwest should complete those actions and verify compliance before obtaining a positive 271 recommendation. Eschelon also asks the Commission to first require Qwest to undo the changes it has made (and suspend those it is making pursuant to the twice revised CRUNEC policy) to its processes -- thereby decreasing the number of jeopardy notices for service inquiry/no build -- until Qwest brings those changes and associated rates to the Commission and obtains approval.

¹⁵ DS1 capable loops are often referred to as "T1s."

July 25, 2003

ESCHELON TELECOM, INC.

By:

Karen L. Clauson
Eschelon Telecom, Inc.
730 2nd Avenue South, Suite 1200
Minneapolis, MN 55402-2456
(612) 436-6026

Verification

07/25/2003 FRI 14:54 FAX 812 438 6816

ESCHELON Reg./Legal Dept

001

BEFORE THE ARIZONA CORPORATION COMMISSION

MARC SPITZER
Chairman
JIM IRVIN
Commissioner
WILLIAM A. MUNDELL
Commissioner
JEFF HATCH-MILLER
Commissioner
MIKE GLEASON
Commissioner

IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S COMPLIANCE
WITH SECTION 271 OF THE
TELECOMMUNICATIONS ACT OF 1996


Docket No. T-00000A-97-0238

VERIFICATION OF LAURIE A. LARSON

I, Laurie A. Lurson, being duly sworn, state that I am the Senior Director, Service Delivery, for Eschelon Telecom, Inc. By this affidavit, I verify the factual assertions as true and correct statements to the best of my knowledge in regard to the Reply Comments filed today in this proceeding by Eschelon Telecom, Inc.

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

FURTHER AFFIANT SAYETH NOT. Dated this 25th day of July 2003.

T. Dated this 25th day of July 2003.

 Laurie A. Larson

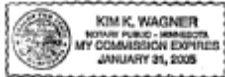
SUBSCRIBED AND SWORN TO before me this 25th day of July, 2003 by Laurie A. Larson, who certifies that the foregoing is true and correct to best of her knowledge and belief.

Witness my hand and official seal.

Kim Wagner
Notary Public

My commission expires:

1/31/05



Exhibits

E-DD (CMP notice for voice mail with UNE-P in MN)

EXHIBIT E-DD

Qwest Voice Messaging Services (VMS) with Unbundled Network Elements-Platform (UNE-P) – V1.0

History Log (Link blue text to: Replace Existing Download With Attached history log.)

Product Description

Qwest Voice Messaging Service (VMS) is available in Minnesota with compatible Unbundled Network Elements – Platform (UNE-P) services. VMS with UNE-P provides voice mailbox service functionally equivalent to the Qwest Retail business and residential VMS offerings. For information on VMS functionality and operability refer to [Qwest Voice Messaging](http://qwest.com/wholesale/clecs/features/vmsres.html) (link blue text to: <http://qwest.com/wholesale/clecs/features/vmsres.html>) for residential and [Qwest Business Voice Messaging Service General Information](http://qwest.com/wholesale/clecs/features/bvmgsi.html) (link blue text to: <http://qwest.com/wholesale/clecs/features/bvmgsi.html>).

The following VMS services are available with UNE-P:

- [Listen Only Mailbox – Business Only](http://www.qwest.com/wholesale/clecs/features/lombxbus.html) (link blue text to: <http://www.qwest.com/wholesale/clecs/features/lombxbus.html>)
- [Mailbox Only– Residence Only](http://qwest.com/wholesale/clecs/features/mbxres.html) (link blue text to <http://qwest.com/wholesale/clecs/features/mbxres.html>)
- [Transfer Mailbox – Residence and Business](http://www.qwest.com/wholesale/clecs/features/transmbxresbus.html) (link blue text to: <http://www.qwest.com/wholesale/clecs/features/transmbxresbus.html>)
- [Voice Mail Mailbox – Business Only](http://www.qwest.com/wholesale/clecs/features/vmmbxbus.html) (link blue text to: <http://www.qwest.com/wholesale/clecs/features/vmmbxbus.html>)

The following VMS features and services are available with VMS:

- [Additional Message Capacity - 50/100 Residence and Business](http://www.qwest.com/wholesale/clecs/features/amc50_100resbus.html) (link blue text to: http://www.qwest.com/wholesale/clecs/features/amc50_100resbus.html) adds a capacity of 50 or 100 additional messages to a voice mailbox.
- [Extension Mailbox – Residence and Business](http://www.qwest.com/wholesale/clecs/features/exmbxresbus.html) (link blue text to: <http://www.qwest.com/wholesale/clecs/features/exmbxresbus.html>) allows three extensions to be added to the main mailbox. Callers can then leave general messages in the main mailbox or private messages in individual extension mailboxes.
- [Message Notification – Residence and Business](http://www.qwest.com/wholesale/clecs/features/messnotresbus.html) (link blue text to: <http://www.qwest.com/wholesale/clecs/features/messnotresbus.html>) programs the voice messaging to notify a pager or telephone number when a message is received.
- [Scheduled Greetings – Business Only](http://www.qwest.com/wholesale/clecs/features/schedgreetbus.html) (link blue text to <http://www.qwest.com/wholesale/clecs/features/schedgreetbus.html>) automatically changes the end-user's greeting according to an end-user determined schedule. For example, plays one greeting during open hours and another during closed hours.
- Routers allow the end-user to program a main greeting that directs callers to leave a message for different people or departments. The BVMS offers two types of routers:
 - [Call Routing – Business Only](http://www.qwest.com/wholesale/clecs/features/callroutbus.html) (link blue text to <http://www.qwest.com/wholesale/clecs/features/callroutbus.html>)
 - [Call Routing to Number – Business Only](http://www.qwest.com/wholesale/clecs/features/callroutnumberbus.html) (link blue text to: <http://www.qwest.com/wholesale/clecs/features/callroutnumberbus.html>)

- [Call Router Traffic Study – Business Only](http://www.qwest.com/wholesale/clecs/features/callroutrafficbus.html) (Link blue text to: <http://www.qwest.com/wholesale/clecs/features/callroutrafficbus.html>)

You must determine and order features that are available, serve the end-user's needs, and are compatible with the end-user's equipment.

The following standard features are automatically provisioned with VMS mailboxes serving residential end-users: Autoplay, Call Sender, and Check Receipt. For feature descriptions refer to [Qwest Voice Messaging](http://www.qwest.com/wholesale/clecs/features/vmsres.html). (link blue text to: <http://www.qwest.com/wholesale/clecs/features/vmsres.html>)

Complete instructions on setup and operation of Voice Messaging Service can be found in the [Voice Messaging User Guide](http://www.qwest.com/residential/pdf/VoiceMessaging.pdf). (Link blue text to: <http://www.qwest.com/residential/pdf/VoiceMessaging.pdf>)

The optional vertical switch features Call Forwarding and Message Waiting Indication are used with VMS. For feature information, refer to the [UNE-P Features Matrix](http://www.qwest.com/wholesale/clecs/features/uneppurefeatures.html) (link blue text to: <http://www.qwest.com/wholesale/clecs/features/uneppurefeatures.html>).

Availability

Qwest VMS will be available with compatible UNE-P services after Qwest receives Section 271 approval for the state of Minnesota from the Federal Communications Commission.

VMS mailboxes are available in Minnesota with compatible UNE-P services provided to residential and/or business end users. VMS packages are not available.

VMS availability is dependent on the capabilities of each serving Qwest CO switch. You may determine availability for each switch by using the following resources:

- The Interconnect Mediated Access (IMA) Graphic User Interface (GUI) Pre-Order functions. For instructions on how to check optional feature availability, refer to the pre-order section of the [IMA User's Guide](http://www.qwest.com/wholesale/ima/gui/imauser.html). (link blue text to: <http://www.qwest.com/wholesale/ima/gui/imauser.html>)
- The [ICONN database](http://www.qwest.com/iconn/), (link blue text to: <http://www.qwest.com/iconn/>) which provides information on Qwest's local network, including optional features activated in each individual Qwest central office switch, by USOC. Some listed features may not be available with UNE-P.
- The [BVMS Lookup Table](http://www.qwest.com/wholesale/guides/bvms) provides Business VMS availability, Call Forwarding, and Retrieval Numbers. (Link blue text to: <http://www.qwest.com/wholesale/guides/bvms>)

In addition to the feature information available by the aforementioned resources, USOCs and FIDs are described in the [Universal Service Order Codes \(USOCs\) and Field IDentifiers \(FIDs\) Overview](http://usocfidfind.qwest.com/) (link blue text to: <http://usocfidfind.qwest.com/>). Use of the USOC/FID Finder will assist you in identifying features by USOC and/or FID.

Additional information can be found in the [Pre-Ordering Overview](http://www.qwest.com/wholesale/clecs/preordering.html). (Link blue text to: <http://www.qwest.com/wholesale/clecs/preordering.html>).

Compatibility & Restrictions

Refer to the specific Voice Messaging PCAT links found in the Product Description (link back to Product Description) to determine capability and restrictions.

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Pricing

Rate Structure

When provided with UNE-P, Qwest VMS and Qwest VMS features and services are available at retail rates. Qwest VMS recurring and nonrecurring charges may be found in

state specific [Tariffs/Catalogs/Price Lists](http://tariffs.uswest.com:8000/). (link blue text to: <http://tariffs.uswest.com:8000/>)
Qwest retail/resale VMS promotions are not available with UNE-P services.

The Feature Change Nonrecurring Charge, USOC NHCVQ, provided in your Interconnection Agreement is applicable per order when you add, remove, or change optional switch features on existing UNE-P services, e.g. adding, removing, changing call forwarding.

Your Interconnection Agreement must include specific terms and conditions to purchase VMS service with UNE-P service. Contact your [Qwest Sales Executive or Service Manager](http://www.qwest.com/wholesale/clecs/accountmanagers.html) (link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>) if you need to amend your Interconnection Agreement.

Rates

Rates can be found in Exhibit A or the specific rate sheet in your Interconnection Agreement.

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Ordering

Ordering Rules

Refer to the specific Qwest VMS PCATs in [Product Description](#) (Anchor blue text to the product description section of this PCAT) for ordering information.

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Last Update: August 8, 2003

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Qwest DSL™ and Qwest Stand-By Line™ are Trademarks of Qwest Communications International, Inc.

Scan-Alert□ is a Service Mark of Ameritech.

E-EE (Qwest data response re. AIN to McLeod)

07/24/2003 THU 11:08 FAX 612 436 8316

ESCHELON Reg./Legal Dept

001

Minnesota
P421/C-03-627
ESCH 03-001

INTERVENOR: Eschelon Telecom, Inc.

REQUEST NO: 001

In response to DOC 008, Qwest states that Eschelon "would have to give up AIN features and Directory listings currently provided pursuant to its agreement with Qwest since those features are not included in the McLeod agreement."

a. Does Qwest actually provide AIN features to McLeod in conjunction with UNE-M, even though it is not stated in the McLeod agreement?

b. Does Qwest provide Directory listings to McLeod in conjunction with UNE-M, even though it is not stated in the McLeod agreement?

RESPONSE:

a. Qwest does provide certain AIN features to McLeod in conjunction with UNE-M at Retail rates. Contrary to the assumption in this request, Qwest's agreement with McLeod provides for McLeod to purchase features at Retail rates. See Attachment 3.2, Section IV.G.

b. Qwest does provide directory listings to McLeod in conjunction with UNE-M. Contrary to the assumption in this request, Attachment 3.2, III.C. of their Oct. 2000 agreement addresses this issue.

Respondent: Anthony Washington

E-FF (MN letters re. voice mail with UNE-P, with attachments)

07/24/2003 THU 08:55 FAX 812 438 8818

ESCHELON Reg./Legal Dept

001

July 2, 2003



By overnight express service
Director Interconnection Compliance
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Voice mail with UNE-P; Notice of Breach Pursuant to Part A, paragraph 28 of the Minnesota Interconnection Agreement

Dear Director of Interconnection Compliance:

Eschelon provides this Notice to Qwest of a material breach of the Minnesota Interconnection Agreement ("ICA") between Qwest and Eschelon. We have previously apprised Jason Topp, JoAnn Hanson, and Jean Novak of Qwest of this breach and now also provide formal notice pursuant to Part A, paragraph 28 of the ICA. Eschelon is entitled to order voice mail with UNE-P, but Qwest will not process UNE-P orders with voice mail under the ICA. Qwest's conduct is a breach of the ICA.

Attachment A to this notice contains excerpts from the ICA language. Attachment B is a proposed ICA amendment that contains language identical to that otherwise agreed to by Qwest in Minnesota, but which Qwest will not sign. Attachment C is a screen shot of a Qwest systems edit error message indicating that Qwest refused an order that Eschelon placed today in Minnesota on the grounds that Eschelon requested voice mail with UNE-P.

Existing ICA governs. Under the terms of the existing ICA between Qwest and Eschelon, Eschelon may both order combinations and resell voice mail, which entitles Eschelon to order voice mail with UNE-P, at rates approved by the Commission. See, e.g., Attachment A (containing excerpts from the interconnection agreement language). Qwest has long taken the position that this ICA language no longer applies (apparently based upon change of law provisions). Qwest unilaterally made this decision about the ICA interpretation and enforced its own interpretation by refusing such orders. Since then, Qwest agreed to change its position in the 271 proceedings. Qwest agreed to provide voice mail with UNE-P upon 271 approval. Qwest has obtained FCC 271 approval for Minnesota. Therefore, the claimed grounds for refusing to honor the ICA language no longer exist. Nonetheless, Qwest has informed Eschelon that it will not provide voice mail with UNE-P under the ICA.

Qwest said it requires an ICA amendment before processing any such orders. (In contrast, Qwest did not amend the ICA when it previously decided not to offer voice mail

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voice data Internet equipment

E-GG (AZ voice mail with UNE-P amendment)

07/25/2003 FRI 08:44 FAX 612 436 8316

ESCHELON Reg./Legal Dept

001

EXHIBIT E-GG

Qwest Voice Messaging Service with UNE-P Amendment
To the
Interconnection Agreement
between
Qwest Corporation
And
Eschelon Telecom of Arizona, Inc.

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Eschelon Telecom of Arizona, Inc. ("CLEC").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Arizona, that was approved by the Arizona Corporation Commission ("Commission") on April 28, 2000, as referenced in Docket No. 62469 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Qwest Voice Messaging Service with UNE-P, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Amendments; Waivers

The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the

July 25, 2003/msd/Eschelon/VMS/AZ

1

provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach or warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire Amendment and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Eschelon Telecom of Arizona, Inc.**Qwest Corporation**

 Authorized Signature	_____ Authorized Signature
Richard A. Smith	_____ Name Printed/Typed
Name Printed/Typed	_____ Name Printed/Typed
President and Chief Operating Officer	_____ Title
Title	_____ Title
July 25, 2003	_____ Date
Date	_____ Date

ATTACHMENT 1

Arizona Voice Messaging Service
With Unbundled Network Elements -- Platform (UNE-P)**1.0 Description**

- 1.1 Qwest Voice Messaging Service (VMS) with UNE-P.

2.0 Terms and Conditions

- 2.1 Qwest VMS will be available and CLEC may order new or retain existing Qwest VMS with compatible UNE-P services.
- 2.2 CLEC will order residential Qwest VMS for CLEC residential End User Customers and Business Qwest VMS for CLEC business End User Customers.
- 2.3 VMS is not an Unbundled Network Element.

3.0 Rate Elements

- 3.1 See Qwest Arizona Exchange and Network Services Tariff, Catalog, and Price List for applicable VMS Recurring and Nonrecurring Rates.
- 3.2 VMS provided with UNE-P combinations are provided at Qwest retail rates.

EXHIBIT A
Arizona

				Recurring	Non-Recurring
Qwest Voice Messaging Service (VMS) with UNE-P				See Qwest Arizona Exchange and Network Services Tariff, Catalog, and Price List for applicable VMS Recurring and Nonrecurring Rates	

E-HH (Emails re. DS1 capable loops)

EXHIBIT E-HH

-----Original Message-----

From: Smith, Richard A.
Sent: Thursday, July 03, 2003 11:14 AM
To: 'Taylor, Teresa'
Subject: RE: DS1 Facility Response

Ms. Taylor/Teresa:

Thank you - will distribute to the Eschelon Team.

Will let you know if the charges are not complying with Tariffs/Agreements and if there continues to be compliance issues.

Rick Smith

-----Original Message-----

From: Taylor, Teresa [SMTP:Teresa.Taylor@qwest.com]
<<mailto:SMTP:Teresa.Taylor@qwest.com>>
Sent: Thursday, July 03, 2003 10:15 AM
To: 'rasmith@eschelon.com'
Subject: DS1 Facility Response

Per our phone conversation;

for DS1 or above facilities we have the obligation to unbundle existing facilities; this would include the electronics and intermediate repeaters as required. If the span line does not exist, you have the option to request and pay for what you need. Qwest has in the past not fully enforced our contractual right to collect on the charges incurred when completing DS1 level unbundled services. Charging is the specific change that has occurred

When facilities are not available, you may contact your service managers for options including the CRUNEC process .

In order to make sure that all Qwest employees are consistent; this guidance is included in a revised MCC released to the service center yesterday July 2. In addition, the Network Engineering organization will be releasing a revised notice to clarify this issue with the appropriate engineering forces.

thanks for bringing this to my attention Rick - I believe moving forward you will hear a consistent message from our employees

have a wonderful 4th of July

-----Original Message-----

From: Clauson, Karen L.
Sent: Monday, July 07, 2003 10:38 AM
To: 'Jlnovak@qwest.com'; 'jtietz@qwest.com'; 'Scott Martin'; 'Richardson, Anne'; 'Austin, Coleen'
Cc: Korthour, Mary J.; Markert, William D.; Copley, Ellen M.; Johnson, Bonnie J.; Larson, Laurie A.
Subject: RE: DS1 capable loop held orders

It would also be useful if Qwest could provide the text of the MCCs sent to its employees on this issue (mentioned by Teresa Taylor in her note below), so that we know what information has been provided to the people we will be dealing with. (Sorry for the second email. Hit send before I added this.)

-----Original Message-----

From: Clauson, Karen L.
Sent: Monday, July 07, 2003 10:32 AM
To: 'Jlnovak@qwest.com'; 'jtietz@qwest.com'; 'Scott Martin'; Richardson, Anne; Austin, Coleen
Cc: Korthour, Mary J.; Markert, William D.; Copley, Ellen M.; Johnson, Bonnie J.; Larson, Laurie A.
Subject: FW: DS1 capable loop held orders

Below is a note from Teresa Taylor to Rick Smith regarding the DS1 capable loop issue. We understand that this note confirms the conversation between Rick and Teresa. Teresa indicated that there had been a miscommunication at Qwest, and orders would go back to being processed (including incremental facility work) rather than being placed in held order status (service inquiry). The only change would be a rate change, such that Qwest will begin charging rates -- when approved by a Commission -- in some situations in which it was not previously charging those rates.

We would appreciate it if you could identify for us more specifically (1) which rates Qwest will begin to charge (2) in which states (3) under what circumstances and (4) effective upon what date (per state). If a notice has been sent about this, please direct me to the appropriate notice. Thank you.

In addition, this leaves open the status of the orders for which Qwest sent jeps in the last weeks that should not have received jeps if the Qwest miscommunication had not occurred. We could not afford more delay and have been forced by Qwest's error to place orders for private lines for those orders. (We will need to do this until the problem has been corrected. Teresa told Rick that there could be a short delay while she gets the message out to the appropriate people.) Because these orders should not have been jep'd and placed in held status: (1) the lower DS1 capable loop rate should apply to these lines, (2) Qwest should promptly convert these lines to DS1 capable loops, and (3) there should be no charge for the conversion (which would not be needed, if Qwest had processed the DS1 capable loop orders instead of erroneously jep'ing them). Mary Korthour will provide Qwest with a list of the lines to date for which we had to order private lines when we should have been able to order DS1 capable loops as a result of this issue. Please let us know if Qwest does not agree/wil not adjust the bills and perform the conversion accordingly.

Please let me know who will provide the rate information and when. Thank you.

Karen L. Clauson
Senior Director of Interconnection
Eschelon Telecom, Inc.
730 2nd Ave. South, Suite 1200
Minneapolis, MN 55402
Phone: 612-436-6026
Fax: 612-436-6126

-----Original Message-----

From: Joan Masztaler [SMTP:jmaszta@qwest.com]
Sent: Tuesday, July 08, 2003 7:47 PM
To: klclauson@eschelon.com
Cc: Teresa.Taylor@qwest.com; Jean Novak; Toni Dubuque; Anne Richardson; bjjohnson@eschelon.com
Subject: FW: DS1 capable loop held orders

Karen,

I believe that you misunderstood Teresa Taylor's email on the provisioning of DS1-capable loops. Let me provide this information as clarification

1. As Teresa reiterated, Qwest's unbundling obligations extend only to existing DS1 facilities. Therefore, CLECs may have unbundled access to Qwest's DS1-capable loops if Qwest has existing facilities (meaning, a DS1-capable loop already in place that goes from a DSX panel to the field and is currently capable of meeting the service specifications associated with a DS1). Qwest will do incremental facility work (e.g., cross-connects etc.) to provision an existing DS1 facility for a CLEC. (As these are DS1-capable loops, there is no need for conditioning to remove load coils and bridged tap.)
2. When an existing DS1 facility is not available, the CLEC can still pursue the end user, but Qwest will have to construct the facility. The order will go into held status and the CLEC is notified via a jeopardy notice. At this point the CLEC is advised that they can contact their service manager for additional options including CRUNEC. Teresa did not intend for her message to be construed as a change in this process. CRUNEC is not part of the normal provisioning process; and it was not an "error" that Eschelon's DS1-capable loop orders were held. Qwest cannot resume processing the orders. Eschelon may contact the service manager for additional options.
3. When there is no existing DS1-capable loop facility available for unbundling, one of the options for the CLEC is to request and pay for construction charges under CRUNEC. It is the CRUNEC charges that Teresa is referring to when she states a charge will apply.

I hope this has provided clarification to the provisioning of DS1 capable loops. Please discuss this matter with Mr. Smith, and if you still believe that there is confusion over this process, please contact me and I will see if we cannot get it cleared up.

Joan Masztaler
Qwest
Director-Customer Service Operations
303-896-8331

-----Original Message-----

From: Clauson, Karen L.
Sent: Wednesday, July 09, 2003 10:18 AM
To: 'Joan Masztaler'
Cc: Teresa.Taylor@qwest.com; Jean Novak; Toni Dubuque; Anne Richardson; 'Judith Schultz'; Johnson, Bonnie J.
Subject: RE: DS1 capable loop held orders

The statement in Teresa's email is very specific. It states: "Qwest has in the past not fully enforced our contractual right to collect on the charges incurred when completing DS1 level unbundled services. Charging is the specific change that has occurred." Teresa very clearly states that (1) a change has occurred; and (2) the change specifically is to start "charging" rates that were not previously charged because Qwest states that it has "not fully enforced our contractual right to collect on the charges." Eschelon's questions relate to these charges, and Qwest needs to answer them so that we can plan for these charges. Teresa Taylor recognized in her conversation with Rick that Eschelon may even object to these charges. We can't review whether to object, however, unless we know what they are and when they apply. Therefore, we asked:

We would appreciate it if you could identify for us more specifically (1) which rates Qwest will begin to charge (2) in which states (3) under what circumstances and (4) effective upon what date (per state). If a notice has been sent about this, please direct me to the appropriate notice.

These questions relate directly to Teresa's statement that "Charging is the specific change that has occurred." Qwest has made a change, so Qwest must know what the change is. We simply want you to share that information with us, as we are affected by the change.

The rest of our questions are equally on point. Teresa recognized that jeps were being sent when they should not be (because the change that "has occurred" relates to charges and not whether an order will be processed). Qwest jep'd orders that should not have been jep'd, and Qwest needs to remedy this situation. So, Qwest needs to address these questions from my previous email:

this leaves open the status of the orders for which Qwest sent jeps in the last weeks that should not have received jeps if the Qwest miscommunication had not occurred. We could not afford more delay and have been forced by Qwest's error to place orders for private lines for those orders. (We will need to do this until the problem has been corrected. Teresa told Rick that there could be a short delay while she gets the message out to the appropriate people.) Because these orders should not have been jep'd and placed in held status: (1) the lower DS1 capable loop rate should apply to these lines, (2) Qwest should promptly convert these lines to DS1 capable loops, and (3) there should be no charge for the conversion (which would not be needed, if Qwest had processed the DS1 capable loop orders instead of erroneously jep'ing them). Mary Korthour will provide Qwest with a list of the lines to date for which we had to order private lines when we should have been able to order DS1 capable loops as a result of this issue. Please let us know if Qwest does not agree/will not adjust the bills and perform the conversion accordingly. [Mary has since provided that information.]

We would like a prompt response to these questions, which stem directly from the information that Teresa Taylor provided to Eschelon. Your restatement of the issue does not change the information provided to us directly by Teresa Taylor. Her information raised follow up questions, and we would appreciate responses.

-----Original Message-----

From: Joan Masztaler [SMTP:jmaszta@qwest.com]
Sent: Thursday, July 10, 2003 12:14 PM
To: klclauson@eschelon.com
Cc: Teresa.Taylor@qwest.com; Jean Novak; Toni Dubuque; Anne Richardson; 'Judith Schultz'; Johnson, Bonnie J.
Subject: RE: DS1 capable loop held orders

Karen,
Jeopardy notices are not being sent out by mistake. If a DS1 facility is not available Qwest will issue a jeopardy notice to the CLEC. I believe I answered this question in my previous email. When the CLEC receives the jeopardy notice they have several choices: they may contact the service manager to discuss the CRUNEC process, elect to provision a private line DS1, cancel the order, leave the order in held status for 30 days, elect at a future time to resubmit the order to determine if facilities are available. The cost will depend upon the choice the CLEC makes. If a private line DS1 is requested the appropriate tariff rate would apply. If the CLEC is interested in the CRUNEC process, they must have language in their ICA that is in the SGAT under 9.19 and the associated rates that are in Exhibit A by state. The change that Teresa is referring to is a recent change in the CRUNEC process that removed the word "conditioning" to eliminate confusion on unbundled DS1-capable loops. In addition Teresa indicated that our internal processes have been reviewed and reinforced to meet compliance with our existing PCAT and SGAT provisioning of DS1 capable loops.

Joan Masztaler
Qwest
Director-Customer Service
(303) 896-8331

-----Original Message-----

From: Clauson, Karen L.
Sent: Thursday, July 10, 2003 1:10 PM
To: 'Joan Masztaler'
Cc: Teresa.Taylor@qwest.com; Jean Novak; Toni Dubuque; Anne Richardson; 'Judith Schultz'; Johnson, Bonnie J.
Subject: RE: DS1 capable loop held orders

Teresa:

This is different from Eschelon's understanding of your conversations with Rick Smith, particularly with respect to (1) whether order processing over the last few weeks was affected by the miscommunication at Qwest and (2) the change at Qwest that will result in charges when Qwest did not previously charge. Rick recalls you saying that we may disagree on the charges, but at least we will get the orders flowing while we debate that issue. Do you recall something like that? Can you explain how it fits with what Joan says below?

Is there anything that you could add to what Joan has said to help clear up what appears to be quite different information? We would like you to have an opportunity to address this personally if you would like, as we decide on next steps.

Karen L. Clauson
Senior Director of Interconnection
Eschelon Telecom, Inc.
730 2nd Ave. South, Suite 1200
Minneapolis, MN 55402
Phone: 612-436-6026
Fax: 612-436-6126

-----Original Message-----

From: Clauson, Karen L.
Sent: Thursday, July 10, 2003 1:43 PM
To: 'adubuqu@qwest.com'
Subject: FW: SERVICE INQUIRIES - facilities for DS1 capable loops

-----Original Message-----

From: Clauson, Karen L.
Sent: Tuesday, July 01, 2003 11:57 AM
To: 'jlnovak@qwest.com'
Cc: Larson, Laurie A.; Miller, Todd R.; Johnson, Bonnie J.
Subject: RE: SERVICE INQUIRIES - facilities for DS1 capable loops

To be sure the issue you are reviewing and responding to is clear, I'll point out that "line conditioning" itself is only part of the issue. We are talking about the various ways (only one of which is called "line conditioning") that Qwest may provide facilities. In paragraph 164 of the FCC's 9-state Qwest 271 Order (12/20/02), the FCC said: "The record shows that Qwest attempts to locate compatible facilities for competing LECs" and "performs incremental facility work to make UNEs available." In footnote 617, the FCC quotes section 9.1.2.1.2 of Qwest's SGAT, which states:

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a network interface device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer premises

Qwest has represented to the FCC that it is Qwest's existing policy and practice to make attempts to locate compatible facilities and to perform incremental facility work to make UNEs available. DS1 capable loops are UNEs. We are asking Qwest to ensure that it is enforcing this policy and practice and completing the necessary incremental facility work to provide facilities.

The fact that the number of jeopardy notices for service inquiry/held orders has jumped suggests that Qwest is not doing so or has made some other change leading to this increase.

--Please explain the basis for the increase in these notices.

--Please let us know what Qwest is doing to remedy this situation and decrease the number of such notices.

--Please treat this as a high priority request. If you need to escalate or involve your attorneys, please do so. We need relief from the jep notice problem ASAP.

-----Original Message-----

From: Clauson, Karen L.
Sent: Thursday, July 10, 2003 4:44 PM
To: 'adubuqu@qwest.com'
Subject: FW: construction charges/DS1 capable loops

I am back at my desk and found this SGAT provision (that I mentioned on the phone). You have probably found this one too by now, but here it is just in case. Appreciate your looking into these issues and look forward to hearing from you.

9.19Construction Charges (emphasis added)

Qwest will assess whether to build for CLEC in the same manner that it assesses whether to build for itself. Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. **When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer.** If Qwest agrees to construct a network element that satisfies the description of a UNE contained in this agreement, that network element shall be deemed a UNE.

-----Original Message-----

From: Dubuque, Toni [SMTP:Toni.Dubuque@qwest.com]
Sent: Friday, July 11, 2003 12:29 PM
To: 'klclauson@eschelon.com'
Cc: Masztaler, Joan; Taylor, Teresa
Subject: DS1 Capable loop discussion

Karen,

Here is some additional information to help clarify our discussion yesterday on DS1 capable loops.....

First of all, you asked what are the steps taken in the field when an order is received for a DS1 capable loop...the assignment process or 11 step process (as referenced by you in our call) is used for these loops. You can reference this documented process by looking in the PCAT under <<http://www.qwest.com/wholesale/clecs/provisioning.html>> . There is a word doc for copper facilities listing out the entire 11 step process. I know you are familiar with that process and it does apply to this product. So, that really spells out the steps we take when an order comes through. If we determine there are no facilities after going through these steps, then the last sentence in the SGAT 9.1.2.1 applies and we would offer CRUNEC process as one alternative.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. CLEC will be responsible for any construction charges for which an End User Customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.19 Construction Charges

Qwest will assess whether to build for CLEC in the same manner that it assesses whether to build for itself. Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer. If Qwest agrees to construct a network element that satisfies the description of a UNE contained in this agreement, that network element shall be deemed a UNE.

If you go to Appendix A in the SGAT under CRUNEC, you will see that in CO the quote charge is ICB as it is in many states. A quote of actual charges will then be provided including all of the time and materials that the job will require. Charging of course will depend on the magnitude of the job involved. I know that you wanted a definitive cost but since each situation is so different that is not possible and it is the reason why Qwest has set it up as a quote process.

The other question that came up in our discussion is one on incremental facilities as stated below in 9.1.2.1.2. If the facility (DS1 capable loop) is available, we would do the incremental facility work per the SGAT at no additional cost.

9.1.2.1.2 *If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a network interface device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer premises.*

I believe this information is consistent with what Joan has already given you and I did add the reference to the 11 step process which is applicable for DS1 capable loops. I hope that this helps give you a better picture. I told Teresa that we were working on this and she has been in the loop on all our correspondence so far. She believes this is consistent with what she discussed with Rick. Let me know if you need anything else. I am on vacation this afternoon so let's talk Monday if necessary.

Toni Dubuque

-----Original Message-----

From: Clauson, Karen L.
Sent: Friday, July 11, 2003 2:58 PM
To: 'Dubuque, Toni'
Cc: Masztaler, Joan; Taylor, Teresa
Subject: RE: DS1 Capable loop discussion

Thank you for the information, Toni. I appreciate your assistance. Your statement on incremental facility work is more clear, and we appreciate the clarification. I still need to review with others internally, but a couple of things that I would like to discuss with you on Monday:

The first piece that does not seem to be addressed yet are Joan's statements that "it was not an error that Eschelon's DS-1 capable loop orders were held" and that "jeopardy notices are not being sent out by mistake." We do believe that the spike in jeps did reflect an error that led to erroneous jeps, and we have confirmed again with Rick that he had understood Teresa to say that she agreed and needed a short time to get that problem fixed. We still want Qwest to re-look at those jep orders and see whether, if cost was the only issue and the process followed, the orders would have been jep'd. (You mentioned on the call that perhaps we had not authorized charges. As Jean and Bonnie have been discussing for a long time, the Qwest system does not allow the CLEC to authorize charges in this situation. Also, Teresa referred to a change in "charging." We couldn't address new charges before we even knew that such a change had occurred.

The other piece that still seems outstanding is what was the "change" referred to in Teresa's email. Teresa said: "Qwest has in the past not fully enforced our contractual right to collect on the charges incurred when completing DS1 level unbundled services. Charging is the specific change that has occurred"

I appreciate your reference to ICB language, so I know that it what Qwest views as the rate. Equally important, however, is when Qwest will apply that rate/ICB process (and how that has changed). What steps is Qwest charging for now that Qwest did not charge for when "not fully" enforcing its rights? If I missed this in your email, I apologize. It seems to be a statement of the Qwest SGAT/policy but not a discussion of the change. To start looking for these charges resulting from a "fully enforced" policy so we can analyze whether we agree with them, we need to understand what they are and how we will recognize them. (If the answer is that we need to "authorize" them as a result of increased jeps, see note above regarding authorization.) We just really need to understand what the change was. We have asked for a copy of the text of the MCCs sent out at Qwest and still hope to receive that information. Perhaps it will help in this regard.

We'll review it internally, and then we can talk on Monday.

Thanks,
Karen

Karen L. Clauson
Senior Director of Interconnection
Eschelon Telecom, Inc.
730 2nd Ave. South, Suite 1200
Minneapolis, MN 55402
Phone: 612-436-6026
Fax: 612-436-6126

-----Original Message-----

From: Clauson, Karen L.
Sent: Monday, July 14, 2003 11:42 AM
To: 'Dubuque, Toni'
Cc: Johnson, Bonnie J.
Subject: RE: DS1 Capable loop discussion (with enclosure)

I suppose it would help if I include the enclosure. . . Here it is.

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) –V5.0

[History Log \(Link italicized text to: Attach Download CRUNEC History Log.doc\)](#)

Description

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where you may request Qwest to construct new facilities for utilizing Qwest's Unbundled Network Element (UNE) facilities. CRUNEC is not required for requests that can be resolved through facility work or assignments, such as:

- Line and Station Transfers (LSTs): Moving a end-user's line to a spare facility and reusing the pair made spare to provision a service request. An LST is not used in a "reverse cut" fashion; Qwest does not swap two working end-user lines to provision a service request.
- Cable Throws (also known as Section Throws or Plant Rearrangements): Moving existing end-users from their existing facilities to another set of facilities in order to free up the original facility for use in the provision of a Company Initiated Activity (CIA) (e.g., to place Digital Loop Carriers or modernize a terminal).
- Incremental Facility Work: Completing facilities to an end-user's premises (e.g., Place a drop, add a Network Interface Device (NID), Central Office (CO) tie pairs, field cross connect jumpers, or card in existing Subscriber Loop Carrier systems at the CO and Remote Terminal).
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

Qwest's CRUNEC applies to the following Wholesale products and services:

- [Enhanced Extended Loop \(EEL\)](http://www.qwest.com/wholesale/pcat/eel.html) (Link blue text to: <http://www.qwest.com/wholesale/pcat/eel.html>)
- [Loop MUX Combination \(LMC\)](http://www.qwest.com/wholesale/pcat/lmc.html) (Link blue text to: <http://www.qwest.com/wholesale/pcat/lmc.html>)
- [Sub-Loop](http://www.qwest.com/wholesale/pcat/subloop.html) (Link blue text to: <http://www.qwest.com/wholesale/pcat/subloop.html>)
- [Unbundled Dark Fiber \(UDF\)](http://www.qwest.com/wholesale/pcat/darkfiber.html) (Link blue text to: <http://www.qwest.com/wholesale/pcat/darkfiber.html>)
- [Unbundled Dedicated Interoffice Transport \(UDIT\)](http://www.qwest.com/wholesale/pcat/udit.html) (Link blue text to: <http://www.qwest.com/wholesale/pcat/udit.html>)
- [Unbundled Local Loop](http://www.qwest.com/wholesale/pcat/unloop.html) (Link blue text to: <http://www.qwest.com/wholesale/pcat/unloop.html>)
- [Unbundled Network Elements-Platform \(UNE-P\)](http://www.qwest.com/wholesale/pcat/unep.html) (link blue text to: <http://www.qwest.com/wholesale/pcat/unep.html>)

For specific information regarding the above products and services refer to the individual Product Catalog (PCAT).

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Availability

CRUNEC is available throughout [Qwest's 14-state local service territory](#) within Qwest's exchange boundaries limited by various stipulations including, but not limited to governmental or jurisdictional restrictions. (Link blue text to: <http://www.qwest.com/wholesale/pcat/territory.html>)

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Terms and Conditions

- To initiate facility construction work, you must submit a CRUNEC request. Such requests will be evaluated on an Individual Case Basis (ICB). You will be responsible for any construction charges that a Qwest retail end-user would be responsible for paying.

State specific Terms and Conditions may apply refer to state specific Regulatory Agencies identified in [Regulatory Commissions and Telecommunications Associations](#) (Link blue text to: <http://www.qwest.com/wholesale/clecs/rcta.html>) for information.

When you order the same or substantially similar service available to Qwest retail end-users, Qwest will not charge for CRUNEC where such charges are not provided in [the state specific Tariffs/Catalogs/Price Lists](#) (Link blue text to: <http://tariffs.qwest.com:8000/>) or where such charges would not be applied to a Qwest retail end-user.

Qwest bills for CRUNEC only when facilities, which would not otherwise be constructed by Qwest, are being constructed solely upon your request, or when you request construction involving a timeline that is shorter than defined by Qwest.

If at any time during the CRUNEC process you miss the critical timeframes, you must restart the process by submitting a new service request for the UNE being ordered.

Technical Publications

Technical characteristics for the product supported by the UNE for which you are requesting CRUNEC are described in the [Technical Publications section of the product specific PCAT](#).

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Pricing

Rate Structure

Nonrecurring charges are comprised of the following rate elements:

- Quote Preparation Fee (QPF)/Quote Preparation Fee for Simple Facility Rearrangements (QPFS)CRUNEC Quote

The QPF/QPFS is a nonrecurring charge assessed prior to preparing the CRUNEC quote. A credit for the QPF/QPFS will be applied to the cost of construction if you accept the quoted CRUNEC price.

The QPFS will be required when a facility can be provided by simple means. A simple facility rearrangement consists of a combination of one or more of the following:

- Redirecting pairs to the requested address that can be used to provide the requested facility. Placement of an additional apparatus case for services needing repeaters will not be included as a simple facility rearrangement.
- Removing fewer than four load coils
- Removing bridged tap as required for requested facility
- Placing a repeater card in existing apparatus case
- Changing slots for an existing repeater card in an existing apparatus case

Qwest retains the QPF/QPFS if you choose not to proceed with the construction. At any point after remitting the payment for the CRUNEC Quote, you decide to discontinue the construction, Qwest will refund your payment, excluding expenditures already incurred for the Engineered, Furnished and Installed (EF&I) of the requested UNE and the QPF/QPFS, with a brief description of the work completed. Contact your [Qwest Service Manager](#) to cancel the construction. (link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

The CRUNEC quote amount to be billed will be determined using the same financial analysis criteria Qwest uses to assess whether to build for itself. This includes the cost to recover for EF&I and is determined by a process parallel with that used to price the equivalent Qwest retail construction. EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

Qwest uses current EF&I cost including, but not limited to material and supplies, engineering, supervision and labor, overhead expenses for construction operations, cost incurred due to unusual conditions, and property owner and governmental requirements (e.g., Rights-of-Way, moratoriums, environmental studies).

Rates

Rates are available in Exhibit A or the specific rate sheet in your Interconnection Agreement.

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Tariffs, Regulations and Policies

Tariffs, regulations and policies are located in the state specific [Tariffs/Catalogs/Price Lists](#). (Link blue text to: <http://tariffs.qwest.com:8000/>)

When facilities are not available, Qwest will build facilities dedicated to an end-user if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. In other situations, Qwest does not agree that it is obligated to build UNEs, but will consider requests to build UNEs pursuant to Section 9.19 (or Section 9.20 as may apply) of the appropriate state [Statement of Generally Acceptable Terms and Conditions \(SGAT\)](#) (Link blue text to: <http://www.qwest.com/about/policy/sgats>) with exceptions that may apply where Commission Orders or State Requirements exist. The CRUNEC process is how Qwest implements the requirements outlined in Section 9.19 (or Section 9.20). Nothing in this PCAT shall be construed as modifying Qwest obligations under the SGAT.

Network elements will not be built if it is determined that the requested element will jeopardize the reliability of Qwest's existing network, endanger Qwest's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. All quotes will be based on Qwest's approved facilities, materials and vendors.

If Qwest constructs a network element that satisfies the Federal Communications Commission (FCC) description of a UNE, a facility or equipment used in the provision of telecommunications service, that network element shall be deemed a UNE. Once the facility is constructed, Qwest retains ownership and responsibility for administration and maintenance of the facility.

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Implementation

Prerequisites

To request CRUNEC, your Interconnection Agreement must contain the appropriate construction language or you must amend your Interconnection Agreement prior to placing a request for CRUNEC. Information regarding amending your Interconnection Agreement, information is located in the [Negotiations Template Agreement](#). (Link blue text to: <http://www.qwest.com/wholesale/clecs/negotiations.html>)

Ordering

When you submit a service request for EEL, LMC, Sub-Loop, Unbundled Local Loop, UNE-P, UDF or UDIT products or services, the process used to determine if facilities are available is equivalent to the process used to determine if assignable facilities exist for Qwest retail services. This includes checking for:

- Spare or partially connected facilities
- Disconnect orders
- LSTs
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

If facilities are not available, your service request will be returned to you with a message indicating facilities are not available and to contact your Qwest [Service Manager](#) for options. (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

If you choose to initiate CRUNEC, you will need to complete a two-step process then resubmit your service request. Prior to the completion the QPF/QPFS contract, Qwest will review your request and provide a determination of whether the QPF or the QPFS fee applies. The first step includes the Quote Preparation Fee (QPF)/Quote Preparation Fee for Simple Facility Rearrangements (QPFS) contract and the second step includes the CRUNEC contract.

The first step requires you to complete the following:

- Contact your Qwest Service Manager to have a QPF/QPFS contract sent to you. When requesting the QPF/QPFS contract you will need to provide the following information to your Qwest Service Manager:
- CLEC name
- Contact name
- Contact telephone number

- Billing address
- Fax number
- Contact email address
- A QPF/QPFS contract will be generated by the Qwest Billing and Receivable Tracking (BART) system and sent to you. The QPF/QPFS contract includes terms and conditions, the QPF/QPFS and a Billing Account Number (BAN). To accept the QPF/QPFS contract, return the signed QPF/QPFS contract and full QPF/QPFS payment, within 30 business days. In addition, contact your Qwest Service Manager and provide the following information:
 - Type and quantity of UNE(s)
 - Address of requested UNE(s), city, county, state.
 - Common Language Location Identification (CLLI™) code of Serving CO
 - CLLI code of End CO
 - Brief description of UNE(s) requested

If you do not remit the full QPF/QPFS payment along with the original signed contract, a CRUNEC quote will not be provided.

Within 20 business days of receiving your signed QPF/QPFS contract and full QPF/QPFS payment, the CRUNEC quote will be emailed to you and your Qwest Service Manager. The CRUNEC quote contains a breakdown of labor and material costs along with a brief description of work (e.g., place card in apparatus case in a manhole, place 2,500 feet of cable).

The second step requires you to complete the following:

- After reviewing the CRUNEC quote, if you choose to accept the quote, you must contact your Qwest Service Manager within the timeframe as defined in your Interconnection Agreement and request a CRUNEC contract to be sent to you. If you do not have a timeframe defined in your Interconnection Agreement you have 90 business days from the day the CRUNEC quote was emailed to you to respond or the CRUNEC quote is invalid. To restart the process, submit a new service request for the UNE being ordered.
- When you receive the CRUNEC contract you have 30 business days to return the signed CRUNEC contract and the full payment identified in the CRUNEC quote or the CRUNEC contract is cancelled. An estimated Ready for Service Date will be provided within five business days after Qwest's Engineering is notified the signed CRUNEC contract and full CRUNEC payment was received. Contact your Qwest Service Manager if you have questions and be prepared to provide your BAN number found on the CRUNEC contract.

When you accept the CRUNEC quote, you must resubmit your service request and associate it with the CRUNEC by completing the following fields on the Local Service Request (LSR) or Access Service Request (ASR) form:

- In the MANUAL IND field Include a 'Y'
- In REMARKS include the BAN found on your CRUNEC contract

Failure to provide the above information limits Qwest's ability to associate your requested UNE with the constructed facility.

The following table provides additional assistance in determining the activities, timeframes and deliverables required for CRUNEC:

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
QPF/QPFS Contract Request	CLEC and Qwest Service Manager	Not applicable	<ul style="list-style-type: none"> • Name of CLEC • Contact name • Contact telephone number, Fax number, and email address • Billing address
Delivery of the QPF/QPFS Contract	Qwest BART	Not applicable	<ul style="list-style-type: none"> • QPF/QPFS Contract
QPF/QPFS Contract Acceptance	CLEC	30 business days *	<ul style="list-style-type: none"> • Signed QPF/QPFS contract • Full QPF/QPFS payment • Type and quantity of UNE(s) • Address of requested UNE(s), city, county, state. • CLLI code of Serving CO • CLLI code of End CO • Brief description of UNE(s) requested
Delivery of CRUNEC Quote	Qwest	20 business days after QPF/QPFS Contract Acceptance.	<ul style="list-style-type: none"> • CRUNEC quote
CRUNEC Quote Acceptance	CLEC	Interval as defined in your Interconnection Agreement. If not defined, the interval is 90 business days *	<ul style="list-style-type: none"> • Notification to Qwest Service Manager
CRUNEC Contract Acceptance	CLEC	30 business days *	<ul style="list-style-type: none"> • Signed CRUNEC contract • Full CRUNEC quote payment.
Resubmit the service request	CLEC	Recommended to resubmit the service request at the same time you return the signed CRUNEC contract and full CRUNEC quote payment.	<ul style="list-style-type: none"> • Resubmit the LSR or ASR • in the MANUAL IND field Include a 'Y' • In REMARKS include the (BAN) found on your CRUNEC contract
Estimated Ready for Service Date	Qwest Service Manager	5 business days after Qwest Engineering is notified signed CRUNEC contract and full CRUNEC payment was received.	<ul style="list-style-type: none"> • Estimated Ready for Service Date
Construction	Qwest	ICB	<ul style="list-style-type: none"> • Completed Construction

* If you do not provide the deliverables identified in the table above in the specified timeframe you must restart the process by submitting a new service request for the UNE being ordered.

For information about delayed service request handling information can be found in the [Ordering Overview](http://www.qwest.com/wholesale/clecs/ordering.html). (Link blue text to: <http://www.qwest.com/wholesale/clecs/ordering.html>)

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Provisioning and Installation

General provisioning and installation activities are described in the [Provisioning and Installation Overview](http://www.qwest.com/wholesale/clecs/provisioning.html). (Link blue text to: <http://www.qwest.com/wholesale/clecs/provisioning.html>)

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Billing

Billing and Receivable Tracking (BART) billing is described in [Billing Information - Billing and Receivable Tracking \(BART\)](http://www.qwest.com/wholesale/clecs/bart.html). (Link blue text to: <http://www.qwest.com/wholesale/clecs/bart.html>)

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Training

Qwest 101: “Doing Business with Qwest”

- This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. [Click here to learn more about this course and to register](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html). (Link blue text to: http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)

View additional Qwest courses by clicking on [Course Catalog](http://www.qwest.com/wholesale/training/coursecatalog.html). (Link blue text to: <http://www.qwest.com/wholesale/training/coursecatalog.html>)

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Contacts

Qwest contact information is available in the [Wholesale Customer Contacts](http://www.qwest.com/wholesale/clecs/escalations.html). (List blue text to: <http://www.qwest.com/wholesale/clecs/escalations.html>)

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Frequently Asked Questions (FAQs)

1. Can an estimate of possible construction charges be obtained prior to submitting a CRUNEC request?

No. Estimated pricing will not be available prior to the assessment and payment of the QPF/QPFS.

2. What happens if a CLEC cancels CRUNEC in the middle of construction being performed?

You are responsible for the already incurred EF&I cost for the work completed. Should you chose to discontinue the CRUNEC work, Qwest will refund your payment, excluding expenditures

already incurred for the EF&I of the requested service and the QPF/QPFS, with a brief description of the work completed.

3. Are previous Dark Fiber Initial Record Inquiry (IRI) fees refunded if a CLEC goes through CRUNEC for additional facility placing?

No. You are requesting a separate process as a result of a previous fiber inquiry request field verification not finding facilities.

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Last Update: August 25, 2003

CLLI™ is a Trademark of Telecordia Technologies, Inc.

META Tags: Special Construction; Facilities Not Available, EEL, Enhanced Extended Loop, UDF, Unbundled Dark Fiber, UBL, Unbundled Local Loop, UDIT, Unbundled Dedicated Interoffice Transport, LMC, Loop MUX Combination, Sub-Loop, CRUNEC, EF&I, LST, Cable Throws, POLR, Fiber Based Facilities, Copper Based Facilities, UNE Construction, Incremental Facility Work, QPF, Construction Quote Preparation Fee, Quote Preparation Fee, CRUNEC process, CLEC Requested UNE Construction,

-----Original Message-----

From: Clauson, Karen L.
Sent: Monday, July 14, 2003 11:41 AM
To: 'Dubuque, Toni'
Cc: Johnson, Bonnie J.
Subject: RE: DS1 Capable loop discussion

Toni, we would like to know how the enclosed document relates to the discussions below, if at all. In particular, how is "rearrangement of facilities" defined, and how is this different from "incremental facility work"? We don't see the difference. Also, where in the tariff does Qwest charge Retail end users for these costs? (If you need to forward this email to someone else at Qwest for a response, please do so, and let me know whom I should be dealing with. We just need to be able to fit it into the discussions we have had so far, so we know if/how it relates.)

I didn't realize that I have a seminar out of the office today, so I won't be able to call you today. If you can either email me with info on these questions (and those below), or call me when you want to discuss this week, that would be great. Thanks.

-----Original Message-----

From: Dubuque, Toni [SMTP:Toni.Dubuque@qwest.com]
Sent: Wednesday, July 16, 2003 10:45 AM
To: 'klclauson@eschelon.com'
Subject: DS1

Karen,

I am doing an Operations review in Duluth today so here is what I have to share. We can set up time on Friday to visit but hopefully, this is about all I have on this subject.

I'm not sure what additional clarification I can provide on the jeopardy notice process. When a facility is not available Qwest will issue a jeopardy notice to inform the CLEC of the status. It is that process that Joan was explaining in her emails.

In terms of the discussion between Rick and Teresa, I was not at that meeting but believe the emails you have received from Joan and I fully explain what has taken place; the modification of the CRUNEC, and the associated costs for CRUNEC. The charges that apply to a DS1 when facilities are not available are the charges under CRUNEC if a CLEC elects this option.

Rearrangement of facilities is typically a section throw, cable throw, or a pair change. It is not incremental work and therefore is defined differently. Incremental work applies when a DS1 capable loop exists and there is no redirection of the network.

Qwest's Wholesale policies are in parity with our Retail business. The tariffs are public information and are available to you. In looking at your delayed orders, I do not see any significant change. From January to June your delayed orders for DS1 capable loops including EEL range from the mid 70's to mid 80's with a low of 59 in May. June appears to fit in the range of other months. In looking at the specific LSRs you provided each of these were delayed due to no existing DS1 capable facility.

-----Original Message-----

From: Clauson, Karen L.
Sent: Wednesday, July 16, 2003 6:45 PM
To: 'Dubuque, Toni'
Cc: Johnson, Bonnie J.; Masztaler, Joan
Subject: DS1

Toni:

You may get this message twice. I hit send before quite finishing it and recalled it to complete it. Here is the complete note (with the last couple of sentences added).

I am free on Friday if you would like to discuss. I have a meeting at 10am but otherwise look pretty free. Let me know what works for you, if you think a discussion would be helpful.

We do not believe that our questions have been answered. You and Joan have summarized current policy, but you have not addressed our questions about the "the specific change that has occurred" (past tense) described by Teresa. Teresa's email was sent on July 3rd and referred to a change that had already occurred. Eschelon (as well as CBeyond and others) felt the impact of that change with the increase in jep notices. We brought the issue to Qwest, because it was clear something had changed. The CRUNEC change that you are referring to wasn't even noticed until after COB this Friday (7/11), and the comment period hasn't even expired yet. Are you saying that Qwest had already implemented that change?

Regarding the CRUNEC process proposed in the 7/11 notice, the notice provides insufficient detail for us to understand why orders are jep'd and for which activities Qwest will charge. We asked for a definition of "facilities reassignment" and you provided a few examples. Is there documentation of the facilities reassignment activities for which you plan to charge? If not, will you provide a list of activities (like the level of detail in the description of activities in the 11-step process, only this would be the activities that you consider to be facilities reassignment steps for which Qwest plans to charge).

We do not agree with your statement that Qwest can charge for a pair change, for example, because this is somehow a "build." Qwest does not charge its retail customers when it changes pairs to free facilities; so it cannot charge us. See, e.g., AZ ICA, Att. 1, paragraph 3.1. When we asked you to show us that you do charge retail customers, you responded that we should read the tariff. We don't find any evidence in the tariff that you charge retail customers these charges.

We still want Qwest to take another look at the list of orders we provided to you. For each, please state the facilities problem that lead to the jep notice, such as whether in that particular case it was a pair change, etc., that was needed. (Some notices say but others do not.) Please state what steps would have been taken by Qwest in the past with respect to facilities (in the situations that you said in our conversation that Qwest's employees were acting out of process) and whether those steps, if taken now, would have resulted in the processing of the orders (and whether they would result in a charge). This exercise would be helpful in understanding the change Qwest has made.

We have also asked Qwest to provide the text of the MCCs sent to its employees on this issue. If you have responded to that request, I missed it.

You state that you have looked at our "delayed orders." Qwest sends jep notices on a very wide variety of issues. As you know, we are talking here specifically about the service inquiry notices. Within this category, the number jumped.

We have comments due in AZ 271 on Friday, and we'll raise this issue there. The PUC may deal with it in that case or the next phase of the cost case. We will have to get the information in discovery if Qwest does not want to provide it informally. We hope that there is more we can do informally, however. Let me know if you believe there is and would like to discuss.

-----Original Message-----

From: Dubuque, Toni [SMTP:Toni.Dubuque@qwest.com]
Sent: Friday, July 18, 2003 10:47 AM
To: 'klclauson@eschelon.com'
Cc: Masztaler, Joan
Subject: Reply

Karen,

I am sorry to reply to this so late but I just converted to Outlook and lost some email messages. Yours was one of those. I am not sure that a meeting will be of any benefit to us as I believe we have answered to the best of our ability all of the questions that you have asked. Let me clarify a couple of points that you addressed in your last email.

The CRUNEC change that I referenced is the one that went into eff on 6-16-03.

PROS.04.30.03.F.01071.CRUNEC

Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where you may request Qwest to construct new facilities for utilizing Qwest's Unbundled Network Element (UNE) facilities. CRUNEC is not required for requests that can be resolved through facility work or assignments, such as:

- Line and Station Transfers (LSTs): Moving a end-user's line to a spare facility and reusing the pair made spare to provision a service request. An LST is not used in a "reverse cut" fashion; Qwest does not swap two working end-user lines to provision a service request.
- Cable Throws (also known as Section Throws or Plant Rearrangements): Moving existing end-users from their existing facilities to another set of facilities in order to free up the original facility for use in the provision of a Company Initiated Activity (CIA) (e.g., to place Digital Loop Carriers or modernize a terminal).
- Incremental Facility Work: Completing facilities to an end-user's premises (e.g., ~~Conditioning, place Place~~ add a Network Interface Device (NID), Central Office (CO) tie pairs, field cross connect jumpers, or card in existing Subscriber Loop Carrier systems at the CO and Remote Terminal).
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

There is another change in progress and that is different than this one.

As you know, our policy is not to share internal documentation with customers. The MCC would have included the information denoted above.

We believe the current list of orders that are in held status are the ones that would need further action by Eschelon to process. Again, it would be up to you to determine which option you would want to select, ie, cancel, order Private Line, use CRUNEC process.

I believe we have made every communication attempt to clarify this subject and have dealt with this informally.

Toni Dubuque
612-288-3831
800-472-6976 pager

-----Original Message-----

From: Clauson, Karen L.

Sent: Friday, July 18, 2003 10:55 AM
To: 'Dubuque, Toni'
Cc: Masztaler, Joan
Subject: RE: Reply

Thanks for the message. As you know, we disagree. Appreciate the response.

E-II (CRUNEC Notice, V.5)

EXHIBIT E-II

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) –V5.0

History Log (Link [italicized text to: Attach Download CRUNEC History Log.doc](#))

Description

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where you may request Qwest to construct new facilities for utilizing Qwest's Unbundled Network Element (UNE) facilities. CRUNEC is not required for requests that can be resolved through facility work or assignments, such as:

Line and Station Transfers (LSTs): Moving a end-user's line to a spare facility and reusing the pair made spare to provision a service request. An LST is not used in a "reverse cut" fashion; Qwest does not swap two working end-user lines to provision a service request.

Cable Throws (also known as Section Throws or Plant Rearrangements): Moving existing end-users from their existing facilities to another set of facilities in order to free up the original facility for use in the provision of a Company Initiated Activity (CIA) (e.g., to place Digital Loop Carriers or modernize a terminal).

Incremental Facility Work: Completing facilities to an end-user's premises (e.g., Place a drop, add a Network Interface Device (NID), Central Office (CO) tie pairs, field cross connect jumpers, or card in existing Subscriber Loop Carrier systems at the CO and Remote Terminal).

Outside Plant construction jobs in progress or Engineering Work Orders in progress.

Qwest's CRUNEC applies to the following Wholesale products and services:

- **Enhanced Extended Loop (EEL)** (Link [blue text to: http://www.qwest.com/wholesale/pcat/eel.html](http://www.qwest.com/wholesale/pcat/eel.html))
- Loop MUX Combination (LMC)** (Link [blue text to: http://www.qwest.com/wholesale/pcat/lmc.html](http://www.qwest.com/wholesale/pcat/lmc.html))
- Sub-Loop** (Link [blue text to: http://www.qwest.com/wholesale/pcat/subloop.html](http://www.qwest.com/wholesale/pcat/subloop.html))
- Unbundled Dark Fiber (UDF)** (Link [blue text to: http://www.qwest.com/wholesale/pcat/darkfiber.html](http://www.qwest.com/wholesale/pcat/darkfiber.html))
- Unbundled Dedicated Interoffice Transport (UDIT)** (Link [blue text to: http://www.qwest.com/wholesale/pcat/udit.html](http://www.qwest.com/wholesale/pcat/udit.html))
- Unbundled Local Loop** (Link [blue text to: http://www.qwest.com/wholesale/pcat/unloop.html](http://www.qwest.com/wholesale/pcat/unloop.html))
- Unbundled Network Elements-Platform (UNE-P)** (link [blue text to: http://www.qwest.com/wholesale/pcat/unep.html](http://www.qwest.com/wholesale/pcat/unep.html))

For specific information regarding the above products and services refer to the individual Product Catalog (PCAT).

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governmental or jurisdictional restrictions. (Link blue text to: <http://www.qwest.com/wholesale/pcat/territory.html>)

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To initiate facility construction work, you must submit a CRUNEC request. Such requests will be evaluated on an Individual Case Basis (ICB). You will be responsible for any construction charges that a Qwest retail end-user would be responsible for paying.

State specific Terms and Conditions may apply refer to state specific Regulatory Agencies identified in [Regulatory Commissions and Telecommunications Associations](http://www.qwest.com/wholesale/clecs/rcta.html) (Link blue text to: <http://www.qwest.com/wholesale/clecs/rcta.html>) for information.

When you order the same or substantially similar service available to Qwest retail end-users, Qwest will not charge for CRUNEC where such charges are not provided in [the state specific Tariffs/Catalogs/Price Lists](http://tariffs.qwest.com:8000/) (Link blue text to: <http://tariffs.qwest.com:8000/>) or where such charges would not be applied to a Qwest retail end-user.

Qwest bills for CRUNEC only when facilities, which would not otherwise be constructed by Qwest, are being constructed solely upon your request, or when you request construction involving a timeline that is shorter than defined by Qwest.

If at any time during the CRUNEC process you miss the critical timeframes, you must restart the process by submitting a new service request for the UNE being ordered.

Technical Publications

Technical characteristics for the product supported by the UNE for which you are requesting CRUNEC are described in the [Technical Publications section of the product specific PCAT](#).

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Rate Structure

Nonrecurring charges are comprised of the following rate elements:

- Quote Preparation Fee (QPF)/Quote Preparation Fee for Simple Facility Rearrangements (QPFS)CRUNEC Quote

The QPF/QPFS is a nonrecurring charge assessed prior to preparing the CRUNEC quote. A credit for the QPF/QPFS will be applied to the cost of construction if you accept the quoted CRUNEC price.

The QPFS will be required when a facility can be provided by simple means. A simple facility rearrangement consists of a combination of one or more of the following:

Redirecting pairs to the requested address that can be used to provide the requested facility.

Placement of an additional apparatus case for services needing repeaters will not be included as a simple facility rearrangement.

Removing fewer than four load coils

Removing bridged tap as required for requested facility
Placing a repeater card in existing apparatus case
Changing slots for an existing repeater card in an existing apparatus case

Qwest retains the QPF/QPFS if you choose not to proceed with the construction. At any point after remitting the payment for the CRUNEC Quote, you decide to discontinue the construction, Qwest will refund your payment, excluding expenditures already incurred for the Engineered, Furnished and Installed (EF&I) of the requested UNE and the QPF/QPFS, with a brief description of the work completed. Contact your [Qwest Service Manager](#) to cancel the construction. (link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

The CRUNEC quote amount to be billed will be determined using the same financial analysis criteria Qwest uses to assess whether to build for itself. This includes the cost to recover for EF&I and is determined by a process parallel with that used to price the equivalent Qwest retail construction. EF&I is defined as:

Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
Furnished material cost
Installation labor costs to complete the work order

Qwest uses current EF&I cost including, but not limited to material and supplies, engineering, supervision and labor, overhead expenses for construction operations, cost incurred due to unusual conditions, and property owner and governmental requirements (e.g., Rights-of-Way, moratoriums, environmental studies).

Rates

Rates are available in Exhibit A or the specific rate sheet in your Interconnection Agreement.

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Tariffs, Regulations and Policies

Tariffs, regulations and policies are located in the state specific [Tariffs/Catalogs/Price Lists](#). (Link blue text to: <http://tariffs.qwest.com:8000/>)

When facilities are not available, Qwest will build facilities dedicated to an end-user if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. In other situations, Qwest does not agree that it is obligated to build UNEs, but will consider requests to build UNEs pursuant to Section 9.19 (or Section 9.20 as may apply) of the appropriate state [Statement of Generally Acceptable Terms and Conditions \(SGAT\)](#) (Link blue text to: <http://www.qwest.com/about/policy/sgats>) with exceptions that may apply where Commission Orders or State Requirements exist. The CRUNEC process is how Qwest implements the requirements outlined in Section 9.19 (or Section 9.20). Nothing in this PCAT shall be construed as modifying Qwest obligations under the SGAT.

Network elements will not be built if it is determined that the requested element will jeopardize the reliability of Qwest's existing network, endanger Qwest's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. All quotes will be based on Qwest's approved facilities, materials and vendors.

If Qwest constructs a network element that satisfies the Federal Communications Commission (FCC) description of a UNE, a facility or equipment used in the provision of telecommunications service, that network element shall be deemed a UNE. Once the facility is constructed, Qwest retains ownership and responsibility for administration and maintenance of the facility.

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Implementation

Prerequisites

To request CRUNEC, your Interconnection Agreement must contain the appropriate construction language or you must amend your Interconnection Agreement prior to placing a request for CRUNEC. Information regarding amending your Interconnection Agreement, information is located in the [Negotiations Template Agreement](#). (Link blue text to: <http://www.qwest.com/wholesale/clecs/negotiations.html>)

Ordering

When you submit a service request for EEL, LMC, Sub-Loop, Unbundled Local Loop, UNE-P, UDF or UDIT products or services, the process used to determine if facilities are available is equivalent to the process used to determine if assignable facilities exist for Qwest retail services.

This includes checking for:

Spare or partially connected facilities

Disconnect orders

LSTs

Outside Plant construction jobs in progress or Engineering Work Orders in progress.

If facilities are not available, your service request will be returned to you with a message indicating facilities are not available and to contact your Qwest [Service Manager](#) for options. (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

If you choose to initiate CRUNEC, you will need to complete a two-step process then resubmit your service request. Prior to the completion the QPF/QPFS contract, Qwest will review your request and provide a determination of whether the QPF or the QPFS fee applies. The first step includes the Quote Preparation Fee (QPF)/Quote Preparation Fee for Simple Facility Rearrangements (QPFS) contract and the second step includes the CRUNEC contract.

The first step requires you to complete the following:

Contact your Qwest Service Manager to have a QPF/QPFS contract sent to you. When requesting the QPF/QPFS contract you will need to provide the following information to your Qwest Service Manager:

CLEC name

Contact name

Contact telephone number

Billing address

Fax number

Contact email address

A QPF/QPFS contract will be generated by the Qwest Billing and Receivable Tracking (BART) system and sent to you. The QPF/QPFS contract includes terms and conditions, the QPF/QPFS and a Billing Account Number (BAN). To accept the QPF/QPFS contract, return the signed QPF/QPFS contract and full QPF/QPFS payment, within 30 business days. In addition, contact your Qwest Service Manager and provide the following information:

Type and quantity of UNE(s)

Address of requested UNE(s), city, county, state.

Common Language Location Identification (CLLI™) code of Serving CO

CLLI code of End CO

Brief description of UNE(s) requested

If you do not remit the full QPF/QPFS payment along with the original signed contract, a CRUNEC quote will not be provided.

Within 20 business days of receiving your signed QPF/QPFS contract and full QPF/QPFS payment, the CRUNEC quote will be emailed to you and your Qwest Service Manager. The CRUNEC quote contains a breakdown of labor and material costs along with a brief description of work (e.g., place card in apparatus case in a manhole, place 2,500 feet of cable).

The second step requires you to complete the following:

After reviewing the CRUNEC quote, if you choose to accept the quote, you must contact your Qwest Service Manager within the timeframe as defined in your Interconnection Agreement and request a CRUNEC contract to be sent to you. If you do not have a timeframe defined in your Interconnection Agreement you have 90 business days from the day the CRUNEC quote was emailed to you to respond or the CRUNEC quote is invalid. To restart the process, submit a new service request for the UNE being ordered.

When you receive the CRUNEC contract you have 30 business days to return the signed CRUNEC contract and the full payment identified in the CRUNEC quote or the CRUNEC contract is cancelled. An estimated Ready for Service Date will be provided within five business days after Qwest's Engineering is notified the signed CRUNEC contract and full CRUNEC payment was received. Contact your Qwest Service Manager if you have questions and be prepared to provide your BAN number found on the CRUNEC contract.

When you accept the CRUNEC quote, you must resubmit your service request and associate it with the CRUNEC by completing the following fields on the Local Service Request (LSR) or Access Service Request (ASR) form:

In the MANUAL IND field Include a 'Y'

In REMARKS include the BAN found on your CRUNEC contract

Failure to provide the above information limits Qwest's ability to associate your requested UNE with the constructed facility.

The following table provides additional assistance in determining the activities, timeframes and deliverables required for CRUNEC:

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
QPF/QPFS Contract Request	CLEC and Qwest Service Manager	Not applicable	Name of CLEC Contact name Contact telephone number, Fax number, and email

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
			address Billing address
Delivery of the QPF/QPFS Contract	Qwest BART	Not applicable	QPF/QPFS Contract
QPF/QPFS Contract Acceptance	CLEC	30 business days *	Signed QPF/QPFS contract Full QPF/QPFS payment Type and quantity of UNE(s) Address of requested UNE(s), city, county, state. CLLI code of Serving CO CLLI code of End CO Brief description of UNE(s) requested
Delivery of CRUNEC Quote	Qwest	20 business days after QPF/QPFS Contract Acceptance.	CRUNEC quote
CRUNEC Quote Acceptance	CLEC	Interval as defined in your Interconnection Agreement. If not defined, the interval is 90 business days *	Notification to Qwest Service Manager
CRUNEC Contract Acceptance	CLEC	30 business days *	Signed CRUNEC contract Full CRUNEC quote payment.
Resubmit the service request	CLEC	Recommended to resubmit the service request at the same time you return the signed CRUNEC contract and full CRUNEC quote payment.	Resubmit the LSR or ASR in the MANUAL IND field Include a 'Y' In REMARKS include the (BAN) found on your CRUNEC contract
Estimated Ready for Service Date	Qwest Service Manager	5 business days after Qwest Engineering is notified signed CRUNEC contract and full CRUNEC payment was received.	Estimated Ready for Service Date
Construction	Qwest	ICB	Completed Construction

* If you do not provide the deliverables identified in the table above in the specified timeframe you must restart the process by submitting a new service request for the UNE being ordered.

For information about delayed service request handling information can be found in the [Ordering Overview](http://www.qwest.com/wholesale/clecs/ordering.html). (Link blue text to: <http://www.qwest.com/wholesale/clecs/ordering.html>)

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Provisioning and Installation

General provisioning and installation activities are described in the [Provisioning and Installation Overview](#). (Link blue text to: <http://www.qwest.com/wholesale/clecs/provisioning.html>)

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Billing

Billing and Receivable Tracking (BART) billing is described in [Billing Information - Billing and Receivable Tracking \(BART\)](#). (Link blue text to: <http://qwest.com/wholesale/clecs/bart.html>)

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Training

Qwest 101: “Doing Business with Qwest”

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. [Click here to learn more about this course and to register](#). (Link blue text to: http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)

View additional Qwest courses by clicking on [Course Catalog](#). (Link blue text to: <http://www.qwest.com/wholesale/training/coursecatalog.html>)

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Contacts

[Qwest contact information](#) is available in the [Wholesale Customer Contacts](#). (List blue text to: <http://www.qwest.com/wholesale/clecs/escalations.html>)

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Frequently Asked Questions (FAQs)

4. Can an estimate of possible construction charges be obtained prior to submitting a CRUNEC request?

No. Estimated pricing will not be available prior to the assessment and payment of the QPF/QPFS.

5. What happens if a CLEC cancels CRUNEC in the middle of construction being performed?

You are responsible for the already incurred EF&I cost for the work completed. Should you chose to discontinue the CRUNEC work, Qwest will refund your payment, excluding expenditures already incurred for the EF&I of the requested service and the QPF/QPFS, with a brief description of the work completed.

6. Are previous Dark Fiber Initial Record Inquiry (IRI) fees refunded if a CLEC goes through CRUNEC for additional facility placing?

No. You are requesting a separate process as a result of a previous fiber inquiry request field verification not finding facilities.

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Last Update: August 25, 2003

CLLI™ is a Trademark of Telecordia Technologies, Inc.

META Tags: Special Construction; Facilities Not Available, EEL, Enhanced Extended Loop, UDF, Unbundled Dark Fiber, UBL, Unbundled Local Loop, UDIT, Unbundled Dedicated Interoffice Transport, LMC, Loop MUX Combination, Sub-Loop, CRUNEC, EF&I, LST, Cable Throws, POLR, Fiber Based Facilities, Copper Based Facilities, UNE Construction, Incremental Facility Work, QPF, Construction Quote Preparation Fee, Quote Preparation Fee, CRUNEC process, CLEC Requested UNE Construction,

E-JJ (CRUNEC Notice, V.4)

EXHIBIT E-JJ

Announcement Date: April 30, 2003
Proposed Effective Date: June 16, 2003

Document Number: PROS.04.30.03.F.01071.CRUNEC
Notification Category: Process Notification
Target Audience:

- CLEC, Resellers

Subject: CMP - Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V4.0

Level of Change: Level 3
Associated CR Number or System Release Number: Not Applicable

Summary of Change:

On April 30, 2003, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V4.0. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

Qwest is modifying/changing the existing manual process by removing conditioning as a limiting factor of the CRUNEC process as it relates to DS1 Capable Loops when facilities are not available.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/clecs/crunec.html>.

Comment Cycle:

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

Timeline:

Planned Updates Posted to Document Review Site	Available April 30, 2003
CLEC Comment Cycle on Documentation Begins	Beginning May 1, 2003
CLEC Comment Cycle Ends	5:00 PM, MT May 15, 2003
Qwest Response to CLEC Comments (if applicable)	Available May 30, 2003 http://www.qwest.com/wholesale/cmp/review_archive.html

Proposed Effective Date	June 16, 2003
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If you have any questions on this subject, please submit comments though the following link:
<http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely,

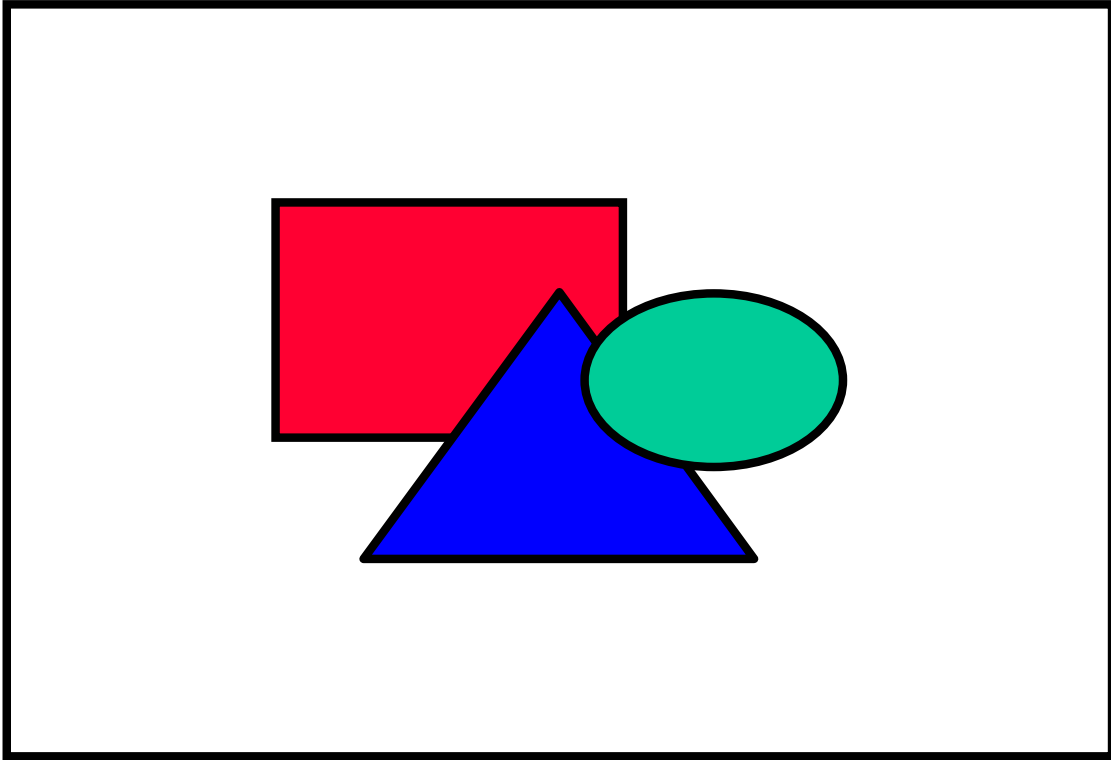
Qwest

E-KK (Example One Chronology)

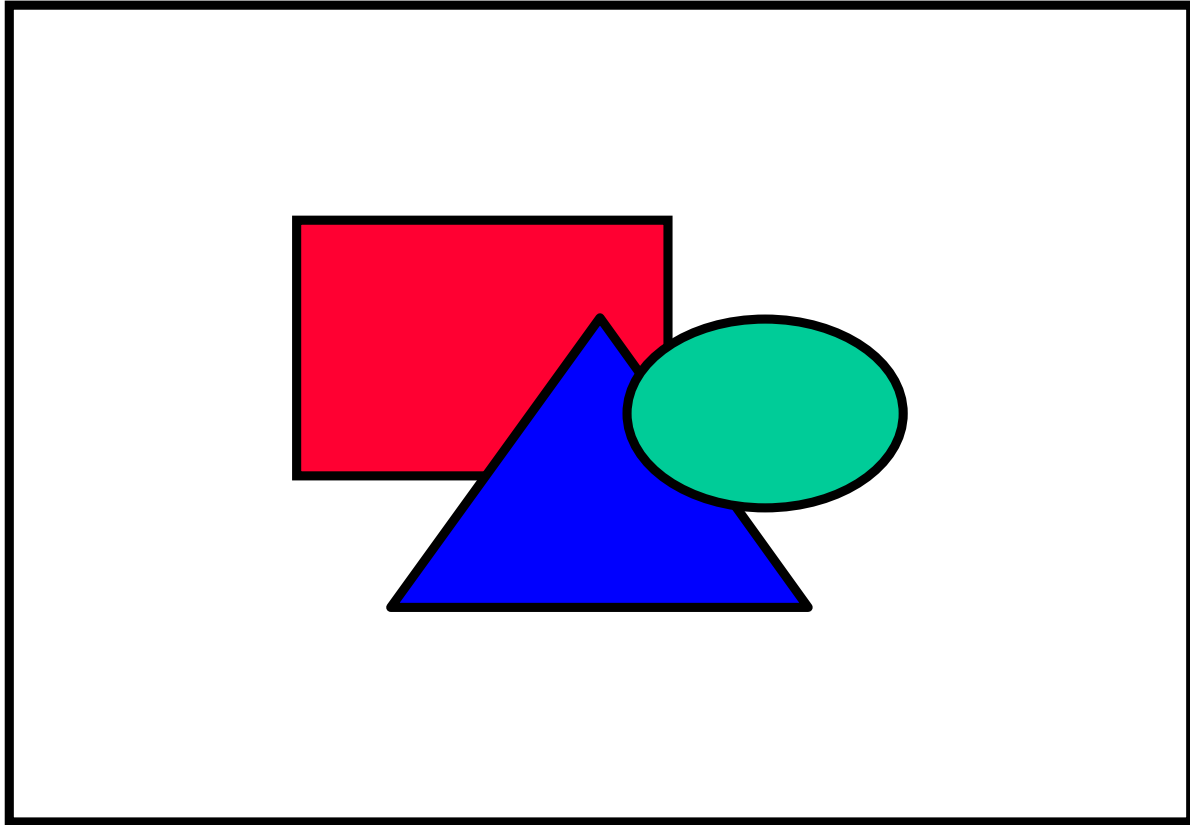
EXHIBIT KK EXAMPLE ONE CHRONOLOGY

- Eschelon submitted PON UT293998T1FAC - LSR ID (local service request ID) 7097727 to Qwest on 6/5/03 and requested a due date of 6/16/03 to install a DS1 capable loop.
- Qwest sent Eschelon a LSRC (local service request confirmation) on 6/6/03 (1:22 PM). The LSRC contained:
 1. Qwest order number N21251158
 2. Qwest's provided ECCKT (circuit ID) of **69HCFU001599MS**.
 3. Qwest confirmed Eschelon's requested due date of 6/16/03 on the LSRC.
- Qwest sent Eschelon jeopardy notices on 6/11/03 (6:02 PM) and 6/13/03 (9:30 AM). The jeopardy notices both stated "Local Facility Defective" and the jeopardy notices contained no estimated due date.
- Qwest sent a LSRC on 6/13/03 (5:27 PM). Remarks on the LSRC state "Delayed order released and will make 6/16/03 due date"
- Qwest sent a Eschelon a jeopardy notice on 6/17/03 (1:13 PM) The jeopardy notice stated "Local Facility Defective" and the jeopardy notices contained no estimated due date.
- Qwest sent Eschelon a LSRC on 6/26/03 (6:56 PM). Remarks on the LSRC state "Order is released with 6/30/03 recommit date".
- Qwest sent a Eschelon a jeopardy notice on 6/30/03 (10:23 AM) The jeopardy notice stated "Local Facility Defective" and the jeopardy notices contained no estimated due date.
- Qwest sent Eschelon a LSRC on 7/2/03 (3:34 PM). Remarks on the LSRC state "Order is released with 7/8/03 recommit date".
- Qwest sent a Eschelon a jeopardy notice on 7/9/03 (10:19 AM) The jeopardy notice stated "Local Facility Defective" and the jeopardy notices contained no estimated due date.
- Qwest sent Eschelon a LSRC on 7/16/03 (11:20 AM). Remarks on the LSRC state "Order is released with 7/21/03 recommit date".
- Qwest sent a Eschelon a jeopardy notice on 7/22/03 (1:20 PM) The jeopardy notice stated "Local Facility Defective" and the jeopardy notices contained no estimated due date. ***Comments read "Service Inquiry-no qualified facilities available".***
- Because Eschelon had received a LSRC with a committed due date of 7/21/03 previously, Eschelon had scheduled a technician dispatch for 7/23/03. Due to the shortness of time between notices, Eschelon had not stopped its internal process and canceled the dispatch by the Eschelon technician. Therefore, Eschelon dispatched a technician to the customer location on 7/23/03 (12:00 PM local time). The Eschelon technician found the circuit installed and tagged with the circuit ID at the customer premise. Circuit ID is the same (**69HCFU001599MS**) as on the LSRC. Because the Eschelon technician did not know the order was held, the technician performed routine procedures (test calls, surfing, etc.) to ensure the circuit was working for voice and data.
- On 7/23/03, while at the customer premise, the Eschelon technician followed routine procedures and called Eschelon to close out the order. Only then did the Eschelon technician learn that, according to Qwest, no facilities were available, when in fact the facility was installed and working.

E-LL (Photo of Circuit ID#)



Ex. MM (Photo of NIU)



Ex. NN (Example Two Chronology)

EXHIBIT NN **EXAMPLE TWO CHRONOLOGY**

- Eschelon submitted PON WA302307T1FAC - LSR ID (local service request ID) 7322890 to Qwest on 7/8/03 and requested a due date of 7/23/03 to install a DS1 capable loop.
- Qwest sent Eschelon a LSRC (local service request confirmation) on 7/9/03 (11:39 PM). The LSRC contained:
 1. Qwest order number N23717575.
 2. Qwest's provided ECCKT (circuit ID) of **4HCFU185476PN**.
 3. Qwest confirmed Eschelon's requested due date of 7/23/03.
- Qwest sent Eschelon a jeopardy notice on 7/21/03 (6:07 PM). The jeopardy stated "Unavailability or lack of outside plant or buried service wire. Outside plant includes all facilities - wire cable, terminals, carrier, cross connecting devices, etc." and the jeopardy notice contained no estimated due date.
- Qwest sent Eschelon a jeopardy notice on 7/22/03 (8:18 PM). The jeopardy stated "Unbundled only/RTT Issued" and the jeopardy notice contained no estimated due date.
- Eschelon contacted Qwest delayed order center on 7/23/03. Eschelon asked about the jeopardy notice Qwest sent on 7/22/03. Eschelon spoke with Michelle Bain at Qwest. Michelle said these notices are system generated and she could not provide additional information.
- The end user called Eschelon on 7/23/03 (1:57 PM local time) and told Eschelon that he spoke with an employee in Qwest's Engineering department. The Qwest employee told the end user that there was a T1 due today and there should be absolutely no problem putting a T1 at this address. The customer said that Qwest also said it could hook it up in three days if he wanted to go with Qwest. The end user then said he was going to check the demarc at his location. The end user found a circuit at the demarc. Eschelon asked the customer to read the information on the tag at the demarc.
- The customer called back on 7/23/03 (7:23 PM local time) and read the circuit ID: 4HCFU185476PN. This is the same circuit ID that Qwest provided for the DS1 capable loop on the LSRC sent to Eschelon on 7/9/03.
- Eschelon dispatched a technician to the customer site to confirm the circuit was tagged on 7/24/03. It was.
- Eschelon's switch technician contacted James at the Qwest high cap test center and asked if he could test and accept the circuit. James said that he was not responsible for this order but the responsible tester (due 7/23/03) should have contacted Eschelon's switch technician to advise that the T1 was held for facilities (service inquiry) and would be canceled and rejected and canceled back to Eschelon.

COMMENTS:

BEFORE THE ARIZONA CORPORATION COMMISSION

MARC SPITZER
Chairman
JIM IRVIN
Commissioner
WILLIAM A. MUNDELL
Commissioner
JEFF HATCH-MILLER
Commissioner
MIKE GLEASON
Commissioner

IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S COMPLIANCE
WITH SECTION 271 OF THE
TELECOMMUNICATIONS ACT OF 1996

Docket No. T-00000A-97-0238

ESCHELON'S COMMENTS
REGARDING STAFF SECOND REPORT

Pursuant to the Procedural Order dated July 9, 2003 in this matter, Eschelon Telecom, Inc. ("Eschelon") submits these Comments regarding the Final Report and Recommendation on Checklist Items 1 and 2 ("Second Report") arising from the July 30-31, 2002 Workshop ("Workshop") by the Arizona Corporation Commission ("Commission" or "ACC") Utilities Division Staff ("Staff"). Eschelon appreciates the opportunity that the Commission and its Staff and facilitators have provided to Eschelon to present issues and participate in these proceedings.

I. INTRODUCTION

The Commission should adopt the recommendations of the Staff in the Second Report with respect to resolution of the impasse issues, with a few clarifications (discussed below). The Staff and facilitators have done a tremendous amount of work and analysis and have provided the Commission with a sound basis for adopting those recommendations.

To the extent that Qwest disagrees with the Staff's recommendations,¹⁶ Eschelon will address those issues in its Reply Comments. In these Comments, Eschelon will address a few issues needing clarification.

II. DISCUSSION

Because the issues are going directly to the Commission instead of an Administrative Law Judge ("ALJ"), this is the first time that the parties have had to provide feedback on the Second Report. Perhaps the Staff will address at least some of these issues in Reply Comments, so the Commission will have the benefit of the Staff's recommendations when considering this discussion. The following suggestions would provide needed clarity to help avoid later disputes.

A. Policy of Not Applying Rates in Interconnection Agreements

Eschelon has no objection to the application of Commission approved rates, and in fact, often attempts to persuade Qwest to apply such rates. The impasse issues relate to rates *not* approved by the Commission at all or as applied by Qwest. *See* Second Report, pp. 27-28, Issues K(1)-(3); *see also* Ex. E-9, pp. 18-22; Workshop Transcript ("Tr.") Vol. I, p. 219 line 7 – p. 222, line 25.

1. SGAT Rates

Staff states that the "rates included in the SGAT should reflect the ACC approved rates resulting from the latest wholesale pricing docket in Arizona." *See* Second Report, p. 28, ¶ 122; *see also id.* p. 38, ¶ 164. Qwest has included many rates in the SGAT that have not been approved by the Commission in a cost docket.¹⁷ Although Eschelon has not opted in to the SGAT, Qwest charges the unapproved SGAT rates anyway. *See, e.g.,* Ex. E-9, pp. 20-22. Eschelon believes the Commission has addressed the handling of such rates in its cost case order.¹⁸ The Commission said:

The rates determined in this Decision are permanent. However, to the extent that issues are not addressed by the Decision, such issues are deferred to Phase III of the proceeding. For issues that

¹⁶ Although Eschelon does not agree with Staff on two of the fifteen impasse issues, Eschelon will withdraw its objections for purposes of a determination on 271 for these two issues rather than pursue those two issues here. *See* Second Report, p. 33 (¶ 140) and p. 46 (¶ 211).

¹⁷ For example, all of the rates in Qwest's Exhibit A to the SGAT that are accompanied by a footnote number "2" have not been approved by the Commission. Qwest states in footnote 2: "Rates for this element will be proposed in Arizona Cost Docket Phase III. (TELRIC). These rate may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III than what is reflected here."

¹⁸ In re. Investigation into Qwest Corporation's Compliance With Certain Wholesale Pricing Requirements for Unbundled Network Elements and Resale Discounts, AZ Docket No. T-00000A-00-0194, Decision No. 64922 (June 12, 2002) ("Cost Order").

are deferred to Phase III, if the service is currently being offered, and the rates have previously been reviewed and approved by the Commission, the current rates will continue in effect until different rates are established in Phase III. These rates are not subject to refund, since they are the continuation of the existing rates previously approved by us. ***For new services proposed by Qwest with a new rate that has not been reviewed and approved by the Commission, the interim rate shall be no more than the rate Qwest has proposed. Such "interim rates" shall be subject to a "true-up" and refund once permanent rates are established in Phase III.***

See Cost Order, p. 81 (emphasis added). Staff states: "If the CLEC Interconnection Agreement does not include rates for the work or service requested, then Qwest can and should utilize SGAT rates, ***as these are approved Commission rates.***" See Second Report, p. 28, ¶ 122 (emphasis added). Use of the term "approved" in this sentence has created some confusion. To the extent that this means that the rates are "approved" as interim rates subject to true-up when there is not another rate, Eschelon agrees with Staff's recommendation and asks the Commission to adopt it.

Eschelon believes, based on the Commission's Cost Case Order, that any rate in the SGAT that has not been approved in a cost docket but is applied when there is no other rate is interim and subject to true up pursuant to this language. It also appears that Qwest is expected to provide cost support for its proposed rates and incorporate them in the SGAT. If this is not the case, Eschelon asks the Commission to so find.

2. Application of Rates: Current DS1 capable loop example

At the same time, such a ruling should not be a license for Qwest to begin to charge rates in an unintended, improper, or disruptive manner. It may be some time before any true-up pursuant to the Phase III cost docket occurs. In the meantime, for rates that eventually will be lowered, CLECs must bear the expense of funding those higher prices until a true-up refund is eventually received. With cash being tight in the current telecommunications environment, a true-up addresses some objections to unapproved rates but not all.

Improper application of rates is an issue of increasing concern as Qwest continues to expand and invent ways in which it unilaterally imposes charges on CLECs. The issues go beyond simple overcharging; they also impact provisioning. A recent example in Arizona, as well as other states, relates to DS1 capable loops. In June, 2003, Eschelon and other CLECs noticed a jump in the number of jeopardy notices for DS1 capable loops on the grounds of "service inquiry" for lack of qualified facilities (*i.e.*, held orders). The increase started to occur remarkably close in time to the date on which Qwest received Federal

Communications Commission (“FCC”) 271 approval for Minnesota (June 26, 2003). In the short time from June 20, 2003 through July 15, 2003, Qwest sent 13 DS1 held order jeopardy notices for lack of facilities in Arizona to Eschelon. Qwest had sent only 3 DS1 service inquiry (no build) jeopardy notices for lack of facilities to Eschelon before that in 2003.¹⁹ Therefore, Qwest sent more than *four times* the number of these held order notices in the last 25 days than it did in the previous 170 days for Eschelon alone. To understand the impact of this to a small CLEC, the 13 DS1 held orders in Arizona represent approximately 208 to 312²⁰ Access Line Equivalents (“access lines”). Extrapolating from Qwest’s recent performance results, this means that Qwest’s policy is costing Eschelon, in Arizona, revenue from 8-12 additional access lines each day the policy is allowed to continue.²¹

Eschelon and other CLECs asked Qwest about the cause of this increase. Qwest has provided conflicting information, but has said generally that the increase in jeopardy notices relates to a recent decision by Qwest to start charging Individual Case Basis (“ICB”) construction rates pursuant to its no-build policy for work that Qwest previously performed on a non-construction basis without charge. Qwest says that it will apply this policy and “construction” charges to activities such as line conditioning and reconditioning pairs. These are just standard steps that are taken routinely to locate facilities. They are part of the make ready work done to deliver a working facility. No true construction work is required. Qwest recovers its costs through the recurring and non-recurring rates approved by the Commission.

Qwest claims that it has been entitled to charge additional construction rates all along but only recently decided to start enforcing this policy. Qwest has also said that employees who were performing the work activities for which Qwest will now charge were out of process and should not have been doing so. Unfortunately, the information Qwest has provided about which work activities were performed but have been stopped and which activities will now result in charges has been sketchy and conflicting.²²

¹⁹ Jeopardy notices are sent for a large variety of reasons. Although Qwest has recently responded that the number of *total* jeopardy notices for June did not seem unusually high, the notices of concern relate specifically to service inquiry/no build.

²⁰ The range varies depending on whether the assumption of 16 or 24 is used.

²¹ This is for the current policy change only. As discussed below, Qwest has said it is implementing an additional change to the construction policy as well.

²² Eschelon has asked Qwest to provide the text of the Multi-Channel Communicators (“MCCs”) that Qwest distributed to its employees to explain these changes, but Qwest refused to provide that information. Any direction given to Qwest’s employees about activities that they should not perform, which they had previously been performing would provide needed information to CLECs and the Commission about whether such activities should be performed and whether they are already included in an approved rate.

Despite the lack of detail, Qwest has clearly implemented this change. The change manifested itself to CLECs in June with the increase in held order jeopardy notices for service inquiry (no build). In addition, on July 3, 2003, Qwest confirmed in an email that a change in “charging” had occurred. After Eschelon asked Qwest to provide a copy of any notice of its change to CLECs, Qwest distributed a new Level 3 notice through CMP to CLECs regarding a change to its no-build construction (“CRUNEC”) policy.²³ In that notice, Qwest creates a new rate element (which does not appear in the SGAT) entitled “Quote Preparation Fee for Simple Facility Rearrangements (“QPFS”).”²⁴ Qwest has unilaterally created a new rate element and assigned it a rate, with no negotiations and no submission to a cost docket.

In CMP, it does not matter if every CLEC strenuously objects to a change. Qwest often simply denies the CLEC comments. Qwest unilaterally implements the change after the notice period, despite CLEC objection. In this case, the time period for CLECs to comment on the “proposed” change in this CMP notice has not yet expired, even though indications were that Qwest has already implemented changes based on the revised policy.

Eschelon asked Qwest about the timing of the notice (apparently after the change had occurred). This morning, Qwest responded by email that the changes to date have occurred pursuant to an earlier no-build CRUNEC notice that went into effect on June 16, 2003 (over CLEC objection). Qwest said that there is **another change** in progress and that is different from this one. It appears CLECs can expect even more orders to go held for “construction” of facilities in situations in which, previously, Qwest performed these activities as part of the routine make ready work needed to locate compatible facilities.

Until then, according to Qwest, the changes to date relate to the previous no-build CRUNEC notice. In that notice, Qwest made a **one word** change²⁵ that has led to the disruption of order processing and increase in number of service inquiry jeopardy notices that has prevented Eschelon from serving these

Qwest could provide this information on a confidential basis, if the information is confidential. Simply because it is “internal,” however, does not necessarily mean that it is confidential. After all, the result of the change has directly affected CLECs, who do not fully understand what has changed.

²³ See PROD.07.11.03.F.03468.UNECRUNEC_V5.0 (sent July 11, 2003; effective Aug. 25, 2003).

²⁴ Ironically, Qwest will likely argue that it is providing a benefit to CLECs by creating a “simpler” and presumably less expensive alternative than the QPF. The relative comparison, however, is to the charge of \$0.00 that Qwest has been applying. It is also necessary to know whether the costs are included in other charges that have been approved by the Commission. Qwest should not be able to apply a charge because it has merely created a new name (“facility reassignments”) for an existing activity. Also, although the QPF will potentially be lower, the same lengthy time frames apply under the allegedly “simpler” process.

²⁵ See PROS.04.30.03.F.01071.CRUNEC. The only other change was in capitalization of one word.

customers as their carrier of choice. The single word that changed in Qwest's notice was the deletion of the word "conditioning" from the definition of "incremental facility work" in the exceptions to the CRUNEC process. By deleting the exception, Qwest made "conditioning" subject to the construction policy. In other words, now that Qwest has 271 approval in virtually all of its states, it considers "conditioning" to be a build. No plow to the ground (or any remotely similar construction) but CLECs pay for a build and experience all associated delays.

This is directly contrary to the language of the Qwest-Eschelon ICA in Arizona. Attachment 1 (Rates and Charges) contains two separate sections, one for construction and another for conditioning. *See* ICA, Att. 1, ¶ 3.1 & ¶ 4.1. Conditioning is not a sub-section under construction. *See id.* Clearly, conditioning is not “construction” under the ICA. In CMP, Qwest agreed to the following language in its governing CMP document:

In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement.²⁶

This paper promise has meant nothing in this situation. Qwest has already implemented its change as to Eschelon’s orders.

Similarly, Qwest’s change in its construction policy is contrary to Qwest’s commitments in the Arizona 271 proceeding. The SGAT was developed in the 271 proceedings. The Arizona SGAT provides:

9.1.2.1.2 If cable capacity is available, Qwest will complete **incremental facility work** (i.e., **conditioning**, place a drop, add a network interface device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer premises.

Although “conditioning” appears here in the SGAT, Qwest has unilaterally deleted it from its definition of incremental facility work. The FCC relied on the SGAT language in previous 271 proceedings. In paragraph 164 of the FCC’s 9-state Qwest 271 Order (Docket No. 02-314; Dec. 20, 2002), the FCC said: “The record shows that Qwest attempts to locate compatible facilities for competing LECs,” and it shows that Qwest “performs incremental facility work to make UNEs available.” In footnote 617, the FCC quotes section 9.1.2.1.2 of Qwest’s SGAT (which is identical to the AZ SGAT section of the same number, quoted above). In the SGAT, incremental facility work, including conditioning, is performed at no additional

²⁶ CMP Document, Section 1.0; *see* <http://qwest.com/wholesale/downloads/2003/030717/QwestWhslChgMgtDoc061803.doc>

charge.²⁷ Under Qwest's revised policy, a fee is required just to obtain a QPF for conditioning, plus there will be additional construction charges if the order proceeds.

Ms. Dubuque of Qwest told Eschelon in an email today that, for the held orders that Eschelon had asked Qwest to review as to this issue, Eschelon must select one of the following options: "cancel, order Private Line, use CRUNEC process." Eschelon has ordered private lines for most of these orders. After its communications with Eschelon on this issue, Qwest is obviously aware that it would have to address the issue of why the facilities were available for private lines but not DS1 capable loops, if it processed these orders. Unlike private lines ordered from the retail tariff in the past (when Qwest was not processing EEL orders), Qwest is now sending jeopardy notices for private lines to Eschelon.

Initially, when Qwest told Eschelon that it was implementing additional charges for DS1 capable loop orders, Eschelon believed that this change may result in a dispute about the applicability of non-recurring charges. It also believed that, because Qwest said the issue related to charges, at least the orders would start to flow again and the number of jeopardy notices would return to previous levels. In that scenario, the Commission's order on interim rates would have at least allowed Eschelon to attempt to obtain a refund if the Commission ultimately disagreed with Qwest about the applicability of the charges. The effect of Qwest's unilateral change is much worse, however.

Qwest is not simply charging a non-recurring charge -- the applicability of which CLECs may dispute (although it may also do that as well, after application of CRUNEC). But rather, Qwest is also claiming that work activity it previously performed at no charge to locate compatible facilities is "construction" of facilities. It has said that it will charge an ICB rate, so CLECs cannot even plan for these new costs. By invoking its twice revised no-build CRUNEC policy, Qwest is requiring CLECs to not only pay an up-front quote preparation fee ("QPF") but also to experience a *delay of almost a month or more* just to get the quote and estimated ready for service date.²⁸ When all of the CRUNEC steps are completed,

²⁷ In an email dated July 11, 2003, Toni Dubuque of Qwest told Eschelon in an email that: "The other question that came up in our discussion is one on incremental facilities as stated below in 9.1.2.1.2. If the facility (DSI capable loop) is available, we would do the incremental facility work per the SGAT at no additional cost." Nonetheless, in an email today, Ms. Dubuque quoted the CRUNEC process in which the word "conditioning" was deleted from the incremental facility work description.

²⁸ Qwest has not explained why it needs approximately a month of time for this when Qwest will have had to identify the problem to send the no facilities jeopardy notice. Qwest provides such notices when no compatible facilities are available. Presumably, Qwest checks for compatible facilities before making this

60 or 90 days could easily elapse.²⁹ Customers are not tolerant of such delays. The delay is unnecessary for this type of work, and it places CLECs at a competitive disadvantage. The expense and delay really mean that the only alternative for CLECs will often be to cancel the orders, if the customer does not request cancellation first. Qwest has not shown that it charges Retail customers for comparable work, as is required under the ICA and SGAT.³⁰

Qwest is attempting to apply charges meant for true builds to the type of make ready work that is done routinely to locate compatible facilities. The Commission should address the process by which Qwest has unilaterally implemented this transformation. Qwest has said that it believes the rates (including “ICB” rates)³¹ are commission approved rates. This suggests that Qwest will not agree to refund any fees pursuant to a true-up, even assuming the Commission later disagrees with Qwest’s application of the rates, unless the Commission indicates otherwise.

Even assuming that these charges are interim and subject to true-up, the delays and obstacles associated with the no-build CRUNEC policy are a problem. Qwest has effectively shut down these orders. Eschelon has already lost customers in a short period of time as a result of this issue. Eschelon asks the Commission to require Qwest to suspend the changes it has made (and is making pursuant to the revised policy) until Qwest brings those changes and associated rates to the Commission and obtains approval.

B. Availability of Features With UNE-P.

Staff addressed the availability of certain features with UNE-P and agreed with Eschelon’s position that these features should be made available with UNE-P. *See* Second Report, p. 10, ¶¶ 40-42.

representation. In confirming this information, Qwest would have the information it needs for the construction quote before the 20 day quote period even commences.

²⁹ In addition, in the past, Qwest has said that Eschelon needs an interconnection agreement (“ICA”) amendment to invoke this process, even though its current ICA addresses construction of facilities. Improper insistence on unnecessary contract amendments to cause delay and impose unwanted terms is one of the first issues that Eschelon raised in this 271 proceeding (in its filing on Sept. 21, 2000), and this issue remains a problem.

³⁰ *See* SGAT ¶ 9.19; ICA Att. 1, ¶ 3.1.

³¹ In Minnesota, the ALJ recommended: “If a CLEC requests an element that is on Qwest's SGAT as ICB and has not been approved as such by the Commission, Qwest should either develop a cost-based price or substantiate the need for ICB pricing, and file it with the Commission for review within 60 days of offering the price to a CLEC in Minnesota.” Findings of Fact, Conclusions of Law, and Recommendation, *In the Matter of the Commission's Review and Investigation of Qwest's Unbundled Network Element (UNE) Prices*, Minnesota Office Of Administrative Hearings, OAH Docket No. 12-2500-14490-2; PUC Docket No. P-421/C1-01-1375 (Aug. 2, 2002), ¶ 226 (“Minnesota ALJ Report”); *see also* Order Setting Prices and Establishing Procedural Schedule, PUC Docket No. P-421/C1-01-1375 (Oct. 2, 2002) (reconsideration motion denied Nov. 26, 2002).

This is an important issue. By allegedly moving features that would otherwise be available to CLECs through UNE-P to the Advanced Intelligent Network (“AIN”) platform, for example, Qwest has avoided the obligation to provide these features to CLECs while providing the features to its own Retail customers. Adopting Staff’s recommendation will help cure that disparity.

A sub-issue that arises during the Staff’s discussion of feature availability requires clarification. The facts have changed since Qwest provided information to the Staff, although it appears that Qwest did not update its information with Staff. Qwest committed to update information on its web site but instead has deleted it. Qwest should be required to place the updated information on its web site in a readily accessible location.

Eschelon raised this issue during the Workshop because ease of access to information about feature availability, while less critical than the access itself, is important. To develop, market, and order a product, CLECs need to know which features are and are not available with a product, as well as the Universal Service Ordering Codes (“USOCs”) for those features. Eschelon has relayed examples of how Eschelon had attempted to order features with UNE-P only to either have the orders rejected or, worse yet, to have the features dropped during order processing without Eschelon’s knowledge. In the latter situations, Eschelon learned about the feature problems only when the end user customer complained. These problems occurred because Qwest’s documentation for

CLECs was unclear as to feature availability with UNE-P.³² Eschelon pointed out that, although Qwest had added a list of features that were unavailable with UNE-P to its website after Eschelon complained about this issue, the list was incomplete and difficult to find on Qwest's website. *See, e.g.*, Tr. Vol. II, p. 442, line 15 – p. 444, line 17; *see also* Ex. E-1, pp. 3-4. Other CLECs have actually asked Eschelon to forward the document to them when they could not find it either. Eschelon asked Qwest to add a link to the website in the relevant sections to make it easier to find the document entitled “Features, Products & Services Unavailable with UNE-P Products.” *See* Tr. Vol. II, p. 442 line 16 – p. 443, line 16.

The Staff points to the ready availability of this information in its Second Report, based on information provided to it by Qwest. The Staff states:

Qwest described its UNE-P product catalogs (“PCATS”) and stated that in the general information PCAT, Qwest includes a list of the features that are unavailable with UNE-P, including AIN products, voice messaging products, feature products, etc. The features are provided by USOC, and there is a language description for each one.

See Second Report, p. 7, ¶ 32. The Staff also quotes from Qwest's Late-Filed Exhibit A, in which Qwest specifically commits to revise the “Optional Features section of the PCAT” to update “the downloadable ‘USOCs Not Available with UNE-P’ (Features Unavailable with UNE-P)” document. *See id.* p. 9, ¶ 36. Qwest represented to the Commission that it had completed these updates on August 27, 2002. *See id.* ¶ 37.

Since the Workshop, however, Qwest has *deleted this document from its PCAT*.³³ If Qwest sent a notice stating that it deleted the document, Eschelon cannot find it.³⁴ Qwest has taken the opposite action from the one requested by Eschelon and described by Qwest in the Late Filed Exhibit relied upon by Staff. As indicated, CLECs need this information to plan, market, and order UNE-P. Also, Qwest should be held to its commitment to provide and update the information on its web site.³⁵

³² For example, McLeod recently discussed another example of this in CMP. McLeod opened a ticket (#157043) to ask Qwest to correct the features available with UNE-P list because it had a feature (USOC GVT) on it that really was not available with UNE-P.

³³ The document was available at <http://www.qwest.com/wholesale/pcat/unep.html>. *See* Ex. E-1, p. 4, note 4; *see also* Tr. Vol. II, p. 442 line 16 – p. 443, line 16. Now, at the same URL, Qwest merely describes very generally that “Some products and services are not available with UNE-P including” listed categories of features. Although Qwest represented that the “features are provided by USOC, and there is a language description of each one” (*see* Second Report, p. 7, ¶ 32), Qwest has deleted that necessary detail.

³⁴ Qwest committed to the Staff that, for such PCAT changes, it would “funnel that through the CMP process.” *See* Second Report, p. 7, ¶ 32.

³⁵ If Qwest has moved the documentation to a more difficult location that Eschelon could not find after searching diligently, Eschelon has given Qwest every opportunity to correct Eschelon's understanding that

While this may seem like a small issue and, in fact is less important than the main issue on which the Staff made its recommendation regarding availability of features, the devil is often in the details. Preparing and provisioning a product for end user customers is a detail intensive process. While a product may be available in theory, the documentation and processes at the detail level need to be in place to make that availability a reality.

Eschelon asks the Commission to adopt the Staff's recommendation on availability of features and to further require Qwest to post a complete "Features, Products & Services Unavailable with UNE-P Products" (with USOCs and language description) document, as modified to reflect the Commission's decision,³⁶ in a logical and readily accessible location on Qwest's web site.

C. Training

The Staff recommends that the Commission require Qwest to take certain steps to ensure its employees are trained in proper processes. *See* Second Report, p. 12, ¶¶ 50-51. Eschelon supports this recommendation. Part of the Staff's recommendation is to require Qwest to send out relationship management surveys to CLECs annually "as part of the CMP [Change Management Process] process." *Id.* ¶ 51. Some Eschelon employees have received calls regarding a Qwest survey about Qwest, but the survey was not discussed in CMP. To Eschelon's knowledge CLECs had no input into the survey questions or the list of CLEC employees to be contacted. A perfunctory survey that does not address key issues will not serve the purposes of the survey stated by the Staff. CLEC involvement in the process is needed to help ensure its relevance to issues of importance to CLECs. Eschelon asks that the Commission adopt this recommendation and, when doing so, clarify that the Staff's reference to CMP is meant to ensure CLEC participation in the survey process (and not just receipt of notice, if any) through CMP.

D. Unannounced Dispatches

Qwest deleted the document from the PCAT after the Workshop. On at least three occasions, Eschelon's Local Service Product Manager asked Qwest's Senior Service Manager to address this issue. In an email dated May 28, 2003, she said to Qwest: "I am attempting to locate the ineligible USOC list for UNE-P that used to be on your wholesale website and I'm unable to locate it. Has it been removed or just moved to a different section? If it was removed, was there notification sent out indicating that you were eliminating it from your site?" She sent follow up email requests asking Qwest when she would receive a response on May 30, 2003 and June 9, 2003. Qwest chose not to respond. Perhaps the Commission can obtain this information.

Staff agreed with Eschelon that Qwest should make available to CLECs a published, documented process for non-emergency maintenance visits to CLEC end-user premises. *See* Second Report, p. 15, ¶ 63. Staff indicated that Qwest provided a matrix describing the process and posted it on the website. *Id.* A minor adjustment by Qwest would better accommodate the needs of CLECs. As indicated in the Second Report, the matrix was added to the Qwest web site under the “general heading of Qwest Wholesale CLEC Ad Hoc Meetings.” *Id.* A CLEC representative searching for Qwest’s policy on notification of dispatches, however, would have no reason to search under “Ad Hoc” meetings, particularly if that particular representative did not attend the ad hoc meeting held in 2002. The Commission should require Qwest to add links, in the relevant portions of the PCAT (such as Maintenance & Repair), directing users to this document, so that CLECs may find it.

In addition to the notice issue for non-emergency visits, Qwest addressed a process change that it says it implemented on July 23, 2002 to prevent unnecessary dispatches on UNE-P orders. *See* Second Report, p. 15 ¶ 61.³⁷ Qwest said that it fixed the problem. In two consecutive days this week, however, Eschelon has experienced two more examples of this problem. Eschelon has reported the examples to its Qwest Service Manager and is waiting for a root cause analysis. The examples occurred in Colorado and Minnesota. Eschelon does not object to closing this impasse issue, with the minor modification to the web site suggested in the previous paragraph, for purposes of this proceeding. If examples continue to occur and occur in Arizona, however, Eschelon may need to raise this issue again with the Commission.

E. Maintenance and Repair – Reciprocity

The Staff addressed reciprocity with respect to initial trouble isolation charges in the Second Report. *See* Second Report, p. 26, ¶ 113. Eschelon asks the Commission to recognize that the Staff’s recommendation applies to only charges related to initial testing and that charges for subsequent testing due to Qwest error (described in the next paragraph) have not been addressed by this ruling. Charges related to subsequent testing may be addressed elsewhere, such as the upcoming cost case or interconnection agreement negotiations or arbitrations.

³⁶ Although the documentation needs updating, availability of the features themselves need *not* be delayed while that process takes place. When Qwest chose to provide voice mail and AIN features with a platform product in the past, for example, Qwest did not require any CMP process before providing those features.

³⁷ The Qwest matrix (referred to in ¶ 63 of the Second Report) does not address such unnecessary Qwest dispatches that occur during the provisioning of a Local Service Request (“LSR”).

The section of the Statement of Generally Available Terms (“SGAT”) on Trouble Isolation (12.3.4) does not address an area of primary concern to Eschelon. Eschelon does its own trouble isolation testing routinely. The reciprocity problem that still needs to be addressed, however, is how to handle the situation in which Qwest gets it wrong. In this scenario, the CLEC conducts the test and finds the trouble is not in its network. Then, Qwest disagrees. Therefore, the CLEC must take the additional step of dispatching a technician for the purpose of determining whether Qwest is correct in denying the CLEC’s test results. If the CLEC proves that the trouble is, in fact, in Qwest’s network, the CLEC should be able to charge Qwest for this dispatch. Qwest will charge CLECs in the same situation, so CLECs should be able to charge Qwest. Because Section 12.3.4 of the SGAT does not address this scenario, it does not preclude this result. The Commission should not foreclose more review of this issue with its ruling in this 271 case.

F. Loss and Completion Reports

Staff agreed with Eschelon that Qwest should notify CLECs when customers are lost. *See* Second Report, p. 27, ¶ 117. Qwest provided an update to Staff on the changes in CMP that address this issue. *Id.* ¶ 118. Since then, Eschelon has asked Qwest to re-open its Change Request (“CR”) on the accuracy and completeness of loss reports due to an increase in the number of problems that are created by insufficient loss and completion reports. Customers call to complain when they receive bills both from Eschelon and their new resale or UNE-P provider. Eschelon has no way of knowing that the customer has left, however, if the loss report is inaccurate. Qwest did not agree to re-open the CR but did open an action item to address these issues. The Staff recommends that the loss and completion report issues be handled in the CMP process. *See* Second Report, p. 27, ¶ 117. Based on the information provided by Qwest, however, Staff refers to a specific CR number. *Id.* ¶ 118. This issue should not be viewed as being wholly addressed by that single CR, because other loss report issues are pending.

The Commission should adopt the Staff’s recommendation that “Additional changes to the Loss and Completion Report that Eschelon is requesting should be handled by the CMP process. . . .” In addition, as Staff has recommended for some of the CMP issues, the Commission should require Qwest (for all of the issues referred to CMP) to advise the Commission when the process is agreed upon and implemented. *See, e.g.,* Second Report, p. 21, ¶ 86.

G. Maintenance and Repair –Untimeliness of Bills

In response to CLEC complaints about untimely bills, Qwest stated that “bills are not issued on maintenance charges that are over 45 days old.” See Staff Report, p. 22, ¶ 91 (quoting Notarianni & Doherty Checklist Item 2 OSS Reply Declaration, ¶ 238 (July 26, 2002)). The Staff recommends that the Commission require Qwest to document its policy and post it on Qwest’s web site so that it is applied uniformly. See Staff Report, p. 22, ¶ 92. Eschelon supports this recommendation.

In addition, Eschelon asks the Commission to clarify the meaning of Qwest’s statement so that the documented process actually addresses the problem of untimely bills. Eschelon was initially heartened by this promise by Qwest. Since then, Eschelon has learned from Qwest that Qwest interprets the language differently. When Eschelon has disputed maintenance charges that are more than 45 days old, Qwest has claimed that the charges are valid. Qwest says that the quoted language above means simply that Qwest will not *write an order* to generate billing more than 45 days after the maintenance activity takes place, not that it will not bill for a repair that took place more than 45 days ago. Anyone who has read that language may ask themselves whether, when reading it, this was apparent to them. To Eschelon, this interpretation defies the plain meaning of the words used in Qwest’s sworn testimony.

The issue raised by Eschelon was timeliness of bills. Untimely information makes verifying bills very difficult. See Second Report, p. 21 ¶ 88. Under Qwest’s recent interpretation of this language, the following scenario may occur, according to Qwest:

- 7/1 Tech dispatch (repair activity occurs)
- 8/14 Monthly bill date – no bill sent, because Qwest paperwork not done
- 8/15 Qwest issues record order on repair internally at Qwest (within 45 days)
- 9/14 Qwest bills CLEC on monthly bill (75 days after repair)

Qwest claims that a bill sent 75 days after the repair date falls within the policy in its sworn testimony and is timely. Eschelon has found, however, that verifying a bill 75 days after the event is very difficult, if it can be done. Qwest’s interpretation should be rejected as not meeting the expectation set by the plain language of its sworn testimony and as inconsistent with the purpose of requiring timely billing. The Commission should adopt the Staff’s recommendation, with the clarification that the bills will be sent to the CLECs within 45 days of the repair date.

III. CONCLUSION

The Commission should adopt the recommendations of the Staff in the Second Report with respect to resolution of the impasse issues, with the clarifications discussed here. With respect to compliance with 271, several of the items require follow up action. Qwest should complete those actions and verify compliance before obtaining 271 approval.

July 18, 2003

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